

# TORRANCE COUNTY COMMISSION MEETING NOVEMBER 9<sup>TH</sup>, 2016 9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



### Torrance County Commission

Regular Meeting to be Held at:

Administrative Offices of Torrance County Commission Chambers 205 9<sup>th</sup> Street Estancia, NM 87016

### **AGENDA**

November 9<sup>th</sup>, 2016 9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order Pledge of Allegiance Invocation

Approval of Minutes:

October 26th, 2016 Regular Meeting

Approval of Meeting Agenda Approval of Consent Agenda:

1. Approval of Warrants

### <u>ACTION ITEMS</u>\*: ITEMS TO BE CONSIDERED AND ACTED UPON

### \*Public Hearing: NOTICE OF MEETING AND INTENT TO ADOPT ORDINANCE

The Board of County Commissioners will hold the public hearing concerning, and will consider for adoption, an ordinance relating to the County's General Obligation Bonds, Series 2016. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 205 Ninth Street, Estancia, New Mexico 87016.

The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000), PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PLEDGE AND PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER THEREOF PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 4-37-7 NMSA 1978.

- a) Bond Purchase Agreement for the County's General Obligation Bonds, Series 2016
- b) Torrance County Ordinance

### \*Department Requests/Reports:

- 1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
- 2. Award Bid for IFB 2017-02 Fog Seal Oil Leslie Olivas, Purchasing Director
- 3. Award Bid for IFB 2017-03 STA Base Course Leslie Olivas, Purchasing Director
- 4. Resolution 2016-048 Line Item Transfer(s) Amanda Tenorio, Finance Director
- 5. Request Payment of Invoices, Various Dates Hanna Sanchez, Fire Administrative Assistant

### \*Commission Matters:

- 6. Amend Fire Department SOG's Cheryl Hamm, TCFD
- 7. Youth Risk & Resiliency Presentation Billie Clark, Partnership for a Healthy Torrance County
- 8. Call Canvass for 2016 General Election
  - a. Request Special Meeting on November 14, 2016 to Complete the Canvass
- 9. Introduction of Pattern Energy and Discussion of Prospective Large Scale Wind Development by Pattern Energy in Collaboration with Local Landowners in Torrance County in Order to Exchange Information, Concerns and Material Issues Associated with Such Development Loralee Hunt

### \*County Manager Requests/Reports:

10. Update

### Public Requests:

At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

### \*Adjourn



Minutes

### Draft Copy Torrance County Board of Commissioners Commission Meeting October 26, 2016

**Commissioners Present:** 

LeRoy Candelaria -Chair

Julia DuCharme-Member

**James Frost-Member** 

**Others Present:** 

Joy Ansley-County Manager

**Annette Ortiz- Deputy County Manager** 

Dennis Wallin- County Attorney Michelle Jones -Admin. Assist. III

### **Call Meeting to Order:**

Chairman Candelaria calls the meeting to order at 9:02 am; he welcomes all those present to the meeting and leads us in the pledge. Commissioner Frost gives the invocation.

### **Approval of the Meeting Minutes:**

Chairman Candelaria asks for a motion to approve the October 5, 2016 Special Commission Meeting minutes. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the October 5, 2016 Special Meeting Minutes. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.** 

### **Approval of the Meeting Minutes:**

Chairman Candelaria asks for a motion to approve the October 12, 2016 Regular Commission Meeting minutes. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve the October 12, 2016 Regular Meeting Minutes. Commissioner Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.** 

clean-up costs for this one land owner. Property owners who do not respond to the notices of violation will have a lien placed on their property for the clean-up expenses. Madam Commissioner DuCharme asks how much money is available for this clean-up project. Mr. DeCosta estimates it is around \$16,000.00. All documentation hereto attached. ACTION TAKEN: Madam Commissioner DuCharme makes a motion to approve Resolution 2016-046. Commissioner Frost seconds the motion. The Commission votes; all in favor, none opposed. MOTION CARRIED

2. Request Approval of Memorandum of Understanding between Torrance County and Estancia Solid Waste Authority for Services for County-Wide Tire Amnesty- Dan DeCosta, Code Enforcement Officer Mr. DeCosta speaks. He states that the County received \$20,000.00 for a County-wide tire amnesty program. All of the municipalities will be included. The MOU states that the purpose of this agreement is to establish a contract for services to be performed by the EVSWA for the County to accomplish the goals of a tire amnesty clean-up program. The EVSWA will provide roll-off containers at all the EVSWA collection stations specifically for the purpose of customer drop-off of tires. The tires will be processed by chipping at the Estancia Valley Regional Landfill and disposed of as alternate daily cover at the landfill. The cost of the roll-off containers will be \$360.00 per container. Chipping and disposal will be billed at a rate of \$140.00 per ton. Mr. DeCosta states that residents can bring ten tires at a time. They just need to provide proof of residency and they will be allowed to dispose of their tires. There will be ads in the local papers about this. The program will run until June 2017 or until the funds for it run out. Mr. Andy Miller, EVSWA Manager, speaks. He states that the EVSWA has partnered with the County for tire-amnesty projects before and they have gone very well; EVSWA has the equipment that the County needs to accomplish this project. Ms. Jones asks for clarification about the MOU. The MOU currently states that all county customers will be allowed to bring tires. After some discussion, it is decided that the MOU will be amended to read, 'all County RESIDENTS' will be allowed. All documentation hereto attached. ACTION TAKEN: Commissioner Frost makes a motion to approve the MOU between Torrance County and the EVSWA for services for the County-Wide Tire Amnesty for all residents of Torrance County. Madam Commissioner DuCharme seconds the motion. The Commission votes; all in favor, none opposed. MOTION CARRIED

their property is not vacant, they will be receiving a notice of violation. Ordinance 94-12 allows for these notices to be sent; it also allows for prosecution of violators. At this time, only notices of violation will be sent. People will be allowed to dispute the notice if they feel they are receiving it in error. If a person's property is found not to be vacant, they will be issued a solid waste bill.

Linda Jaramillo, County Clerk, speaks. She gives an update on early and absentee voting for the General Election. To-date we have mailed out 364 absentee ballots and we have only received 156 back. Ms. Jaramillo encourages all who have received a ballot in the mail to please vote their ballot and return it to the County Clerk's Office as soon as possible. We have had 772 early/in person voters so far; 436 voted here in Estancia and 336 voted at the Alternate voting site in Moriarty. Early voting hours here at the Torrance County Administrative offices are Monday-Thursday from 7:30am to 5:30 pm and one Friday, November 4, and one Saturday, November 5, from 10:00am – 6:00pm. Early voting is also being held at the Moriarty Civic Center Tuesday- Friday from 10:00am – 6:00 pm and Saturdays from 10:00am – 6:00 pm. All registered voters are encouraged to vote early; we never know what the weather may be like on Election Day.

Ms. Jaramillo states that she wants to insure everyone that our elections are run by the book. She states that she has been in office for 19 years and her office has always run successful elections and she takes it very seriously. She reads her Oath of Office for the Audience:

I, Linda Jaramillo, having been elected or appointed to the Office of County Clerk, in the County of Torrance, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, the Constitution and Laws of the State of New Mexico, and faithfully and impartially discharge the duties of said office to the best of my ability.

Every single precinct worker takes this oath and they take it seriously too. Be assured that your vote will count.

Cindy Sullivan, County Animal Shelter Director, presents the following written update:

Tax notices are being printed and they will be mailed out November 1<sup>st</sup>. If you do not receive your tax notice, please call our office at 544-4800 to get a copy of your bill. We also want to make sure we have your most current address on file.

We will be traveling out into the County to create satellite offices in Encino, Mountainair and Moriarty. Our goal is to help those who may have a challenge when it comes to traveling to our office in Estancia, especially the seniors in our communities. This is what we have set up:

In Encino, we will be at the Encino Community Center on Tuesday, November 29<sup>th</sup> from 9:00am-2:00pm. The Community Center is located at 427D North Main Street.

In Mountainair, we will be at the City Hall Building on Thursday, December 1<sup>st</sup> from 9:00am-2:00pm. The City Hall is located at 105 East Broadway.

We are waiting on confirmation from the City of Moriarty for us to use the Moriarty Civic Center on Tuesday, December 6<sup>th</sup> from 9:00am-2:00pm. The Civic Center is located at 202 Broadway.

We will be advertising in both local newspapers as well as the local radio station. The Town of Mountainair will include our flyer with their water bills.

We are waiting to hear back on a quote from Central New Mexico Electric Cooperative so we can find out if it is feasible to include a flyer with their bills.

Chief Deputy Treasurer Tracy Sedillo and I will be the ones out in the field. We will be able to accept checks or credit card payments. Assessor Betty Cabber, Deputy Assessor Jesse Lucero, Clerk Linda Jaramillo and Deputy Clerk Linda Kayser will be with us to answer any questions that may arise for them, since our offices all work so closely together during tax time as well as throughout the year. We are excited about this opportunity for our County to go out into the community to provide this service. We hope this can be a yearly event.

I did change credit card vendors for our office because I found a New Mexico, veteran owned company who charged the lowest convenience fees. This company charges 2.1%. The previous company charged 2.5%. We are working diligently to switch our online and phoned in payments over to them as well. When that occurs, the convenience fee for a credit card payment will be 2.1% and the flat rate for a check payment will be \$1.79 per check.

This information will be available on the County website and will be posted on fliers throughout the County.

Commissioner Frost comments that last weekend the traveling Vietnam Memorial Wall was in Moriarty. It was very well attended and was very impressive.

Commissioner Frost states that last week he attended an EVEDA meeting. The meeting was held to recognize and explain what was going on with the new wind farm project. The meeting was attended by our two State Senators and a State Representative. The meeting was very informative and very well attended by representatives from the towns and the County. Commissioner Frost was impressed that the refreshments came from a new little restaurant in Encino. Commissioner Frost reminds all that we received our first check from the wind farm a few months ago in the amount of \$335,000.00 – half of what the County will receive for the next ten years. After that, the amount will decrease slightly and will continue for a total of 30 years. That is only Phase I; they will be starting another project following that.

Madam Commissioner DuCharme also speaks about the Moving Wall. She states that there are 58,272 names on that wall and almost 400 names are from New Mexico. She states that a person told her that it is amazing to have this kind of project here in our small community. She told him that we have extraordinary people here who were able to organize this event. Many people helped to bring the Wall here. She wants to especially recognize Mr. and Mrs. Robert and Deborah Ludwig for their tireless efforts to bring the Wall to Torrance County. They exhibited strong leadership, and a strong effort to give us this experience. On the flyer you can see that the City of Moriarty presented this project and they helped a lot, but the moving force for this project was the Ludwigs. It was an opportunity for people to remember those who sacrificed their lives for us. It was an extraordinary experience and thanks to everyone who was a part of it.

Chairman Candelaria also comments about the Wall. He states that he knows about 6 names that are on that Wall and it is very emotional for him. He states that the American Legion from Moriarty, the American Legion from Estancia and the VFW from McIntosh were all participants in helping to bring the Wall to the County. He states that he has visited the Wall in Washington D.C. several times and this is no different.

Chairman Candelaria states that we have two wind projects in the County and, not only are they bringing money into the County, but also to the school of Estancia and now to the school of Vaughn, which will be very beneficial to that area. These two wind projects mean continual income into our County for the next 30 plus

this and have more collaboration. Later in the agenda, Ms. Ortiz will present an MOU for Commission approval.

Madam Commissioner DuCharme asks about the positions that need filling. Ms. Ortiz states that they need a Public Defender and possibly a Children's Court representative. The Public Defender position is hard to fill. Ms. Ortiz states that as long as an effort is made to fill this position that is all that is required. Ms. Ortiz requests feedback on how to accomplish filling this position. **NO ACTION**, **INFORMATION ONLY** 

7. ScOutreach Contract with Torrance County for Juvenile Justice Board-Jenea Ortiz, Continuum Coordinator Ms. Ortiz speaks. She is coming before the Commission today to ask that this contract be terminated. ScOutreach was unable to perform the numbers that the JJB needed. ScOutreach was not included in the grant for FY18 because of its slow growth. The JJB recently received an email from the person that provides the service for ScOutreach asking to terminate the contract. As no more services will be provided to the County, the County needs to terminate this contract. All documentation hereto attached. ACTION TAKEN: Commissioner Frost makes a motion to terminate the ScOutreach contract with Torrance County for the Juvenile Justice Board. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. MOTION CARRIED.

### \*Commission Matters:

8. FY2018 Juvenile Justice Board Grant Application – Jenea Ortiz, Continuum Coordinator Ms. Ortiz speaks. This grant application is due October 31<sup>st</sup> by noon in Santa Fe. Ms. Ortiz is asking for permission to apply for FY18 funds. Madam Commissioner DuCharme asks if there is a grant match. Ms. Ortiz replies yes, but it can all be in-kind. The total funding request is for \$168,653.00 and the total amount of the match is \$23,460.00. All documentation hereto attached. ACTION TAKEN: Commissioner Frost makes a motion to approve submission of the FY2018 Juvenile Justice Board Grant Application. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. MOTION CARRIED.

volunteer and they will all report to the Fire Marshall's Office. They do not have an exact amount of how much this will cost. Ms. Ansley reminds all that the Commission allocated \$100,000.00 to the Fire Department for stipends; these costs would be paid from that allocation. Madam Commissioner DuCharme asked if any stipends have been paid yet. Ms. Annette Ortiz, Deputy County Manager, explained the process. They are still working out the kinks as far as getting signatures, etc. Madam Commissioner DuCharme comments that she does not have any written information about this request. She would like this in writing and would like time to think about this and to talk to members of the Fire Departments about this before making a decision. She suggests that the Commission table this item to allow more time for the collection of information. Mr. Wallin states that he has questions about this too; he would like to see more details about this before the Commission votes. All documentation hereto attached. ACTION TAKEN: Madam Commissioner DuCharme makes a motion to table this item. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. ITEM TABLED

10. District 4 Fire Department Issues- Madam Commissioner Julia DuCharme Madam Commissioner DuCharme states that she was made aware of some issues that District 4 Fire Chief John Perea was having with getting reimbursements for the Dog Head Fire and also for his other services so she requested that this item be put on the agenda for discussion. Fire Chief John Perea states that the biggest problem is that he has not submitted the proper paperwork to the County for his members. He states that he just has not had the time or the proper guidance to get this done. He has timesheets to turn in and he states that he will get together with Ms. Hanna Sanchez to get assistance with the rest of the paperwork. He stresses that he and his fellow Fire Chiefs really need guidance and administrative assistance. Chairman Candelaria reminds all that Fire Chief Perea is a volunteer. He thanks Chief Perea for all his efforts. All documentation hereto attached. NO ACTION, DISCUSSION ONLY

11. Appointment of EMWT Representative Ms. Ansley speaks. She states that the County received the following letter from the EMWT Regional Water Association asking for the reappointment of Mr. George Immerwahr to their Board of Directors:

that the Commission can notify the EMWT Board that they will wait until the new Commission is in place. She states that she does not think that it is appropriate for the current Commission to make this appointment for four years. All documentation hereto attached. **ACTION TAKEN:** Chairman Candelaria makes a motion to appoint Mr. George Immerwahr to the EMWT Regional Water Association's Board of Directors. Commissioner Frost seconds the motion. The Commission votes; two in favor, Madam Commissioner DuCharme is opposed. **MOTION CARRIED** 

12. Appoint Interim County Manager Chairman Candelaria speaks. He states that he believes that it was brought up in the last Commission meeting to appoint Ms. Annette Ortiz as the Interim County Manager and that it was discussed that her pay would be equal to the pay that Joy Ansley, as County Manager, is making until January when the new Commission will have the opportunity to seek and appoint a new County Manager. Madam Commissioner DuCharme states that she does not think that we can discuss the salary in an open meeting. Ms. Ansley states that salaries can be discussed and that it was discussed that the Interim County Manager would receive the Manager salary until a new appointment is made. In summary, Commissioner Frost clarifies that the Interim County Manager will be in place for the months of November, December, and January until a new County Manager is appointed. All documentation hereto attached. ACTION TAKEN: Commissioner Frost makes a motion to appoint Ms. Annette Ortiz to the position of Interim County Manager with the pay rate of the current County Manager until the Commission appoints a new Manager. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme states that at the last Commission meeting she expressed her support of Ms. Ortiz. Madam Commissioner DuCharme asks Ms. Ortiz about her responsibilities as a Deputy County Manager. Ms. Ortiz states that she printed a copy of her job specifications for the Commission to review. She has also printed a copy of the County Manager job specs. She also printed a list of what the County Manager's daily duties are. Ms. Ortiz states that she is also the County's HR Director and she handles personnel matters on a daily basis; this includes workers comp issues, tort claims, stipends, payroll, etc. Madam Commissioner DuCharme asks if it is Ms. Ortiz's responsibility to be the County Manager when the County Manager is not available. Yes it is. Madam Commissioner DuCharme asks why Ms. Ortiz thinks she should get paid as a County Manager when she is just substituting for a period of time. Ms. Ortiz responds that she will be the Interim County Manager; she will be taking on all of the responsibilities of the County Manager on a daily basis for an extended period of time, plus handling all of her current duties, plus all of her HR duties. Mr.

Commission. The line item transfers show the specific allocations within the funds:

### CASH TRANSFERS:

From:	То:	Amount:
641 (Wind Pilt)	629 (Home Visiting Grant)	\$15,000
641 (Wind Pilt)	911 (Dispatch)	\$30,000

### LINE ITEM TRANSFERS BETWEEN FUNDS:

From:	10.	ZMOUIII.
641-09-2410	629-52-2103 (PT salaries)	\$10,145
641-09-2410	629-52-2065 (health matching)	\$3,567.55
641-09-2410	629-52-2064 (FICA matching)	\$98.35
641-09-2410	629-52-2067 (Retire health match	
641-09-2410	629-52-2063 (PERA matching)	\$1162.92
641-09-2410	911-80-2618 (CO/Vehicles)	\$30,000

All documentation hereto attached. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve Resolution 2016-047 Cash Transfers & Line Item Transfers between Funds. Commissioner Frost seconds the motion. The Commission votes; all in favor, none opposed. **MOTION CARRIED** 

Amount

- 15. Request Payment of Invoice- Hanna Sanchez, Administrative Assistant to the Fire Chief Ms. Sanchez speaks. She is here today requesting payment of an invoice from 11/30/14 in the amount of \$82.11 to Airgas US. She received a statement that this payment was still due. She requested an invoice and researched the item and discovered that it had not been paid. All documentation hereto attached. ACTION TAKEN: Madam Commissioner DuCharme makes a motion to approve payment of this invoice in the amount of \$82.11. Commissioner Frost seconds the motion. The Commission votes; all in favor, none opposed. MOTION CARRIED
- 16. Youth Risk & Resiliency Presentation- Billie Clark, Partnership for a Healthy Torrance County Ms. Clark is unable to attend today's meeting and requests that this item be tabled. All documentation hereto attached. ACTION TAKEN: Madam Commissioner DuCharme makes a motion to table this item. Commissioner Frost seconds the motion. The Commission votes; all in favor, none opposed. ITEM TABLED

5. The MOU with MRCOG has been submitted to DFA, regarding the CDBG planning grant. The purpose of the grant is to update the County's comprehensive land use plan. As you recall, the Commission appointed a steering committee to assist with the development of the plan. The COG is ready to step in and begin the process, as soon as the County receives an executed grant agreement, which we're awaiting from DFA. I've submitted Steve's contact info to the COG and to DFA, so that they can communicate with him regarding the upcoming aspects of the process. Annette will have her hands full, and I believe the scope of work is better fit with Steve and P&Z.

Madam Commissioner DuCharme asks Ms. Ansley about the lease for the Fairgrounds between the town of Estancia and Torrance County. The Commission had instructed Ms. Ansley and Mr. Wallin to write a termination clause into the lease. Madam Commissioner DuCharme obtained a copy of the lease and it is not yet signed and it still does not have the termination clause in it. Mr. Wallin will research this.

### There is no EXECUTIVE SESSION today.

<u>Public Requests:</u> At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

Ms. Dorothy Rivera, 911 Director, speaks about outgoing County Manager Joy Ansley. She compliments Ms. Ansley on the hard work she has done for the County and wishes her well in her new job.

Ms. Michelle Jones, County Clerk's Office Admin. Asst. III, speaks. She congratulates Ms. Annette Ortiz on her appointment to Interim County Manager. She congratulates Ms. Linda Jaramillo on the outstanding job she is doing as our County Clerk running the current General Election. Lastly, she thanks Ms. Joy Ansley for her work as our County Manager and she wishes Ms. Ansley well in her new position with the City of Moriarty.

Ms. Tracey Master, DWI Prevention Program Coordinator and Torrance County resident, speaks. She also speaks about Ms. Ansley. She thanks Chairman Candelaria, Commissioner Frost, and former Commissioner Chavez for hiring Ms. Ansley in the position of County Manager and she wishes Ms. Ansley the best of luck in her new endeavor.



Consent Agenda

## CERTIFICATION

### TOTAL CHECKS PRINTED

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 58,953.80 ON ACCOUNT OF OBLIGATIONS IN-
CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/07/2016 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY
ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN
PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE
AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	Linda Jaramillo
	Julia DuCharme
	Leroy M. Candelaria
	James W. Frost

ATTEST BY

SIGNED

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Janice Y. Barela

:23
:20
70
116
03
11/
Date:

Page:

INVOICE LISTING NOVEMBER 7 2016

unt	131.45	18.00	4200.00	61.00	10323.37	2912.34	242.83	482.86 482.86 160.96	2499.99	1755.00
PO# Amount	30008		29988 29988 29988					30114 30114 30114 30114	30283	3 0 2 8 9 3 0 2 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
Line Item	408912230	629522205	402602201	401082205	402602607	641092607	401822208	401302266 610402266 401552266	911802618	405912248
Description	CYLINDER RENTEL FEB	MILEAGE/HOME VISITING	SERVICE/UTILITY BED FOR 2003 FORD PICK UP 8'6"X84" WITH 38" RUNNERS, INSTALLATION COMMODITY CODES: 07360	PER DIEM/P & Z MTG/11-2-16	LEASE ON GRADERS INV #17467415 ACCT #24480	LEASE ON BACKHOE/LOADER NOVEMBER 2016 INV #17467415 ACCT #24480	8880084401/ANIMAL SHELTER	3 - EXCEL LEVEL 1 CLASS 3 - EXCEL LEVEL 1 CLASS 1 - EXCEL LEVEL 1 CLASS COMMODITY CODES: 92486	LETTERING AND STRIPING FOR 2016 DODGE RAM 4 DR SHORTBED	INSTALL STRIPING ON SIDES AND TALLGATE, INSTALL LOGO ON DOORS, INSTALL UNIT NUMBER ON ROOF, TALLGATE AND BACK OF BED 2016 DODGE 1500 CREWCAB FD8
Name	AIRGAS USA LLC AIRGAS INC P O BOX 676015 DALLAS TX 75267 6015	ARAGON, JULIANITA 10201 HWY 337 CHILILI NM 87059	C & J TRADERS EKO INC P.O. BOX 2235/2503 W US RT 66 MORLARIY NW 87035	CABBER, MAX 48 WEST ICEPLANT RD ESTANCIA NM 87016	CATERPILIAR FINANCIAL SVCS CORP. 2120 WEST END AVENUE NASHVILLE IN 37203	CATERPILLAR FINANCIAL SVCS CORP 2120 WEST END AVENUE NASHVILLE IN 37203	CENTRAL NM ELECTRIC COOP. PO BOX 669 MORIARIY NM 87035 0669	COMPUTER CORNER INC 4410 MENAUL BLVD. NE ALBUQUERQUE NM 87110	DESIGN SILK SCREEN PRINTERS 4900-G JEFFERSON, N.E. ALBUQUERQUE NM 87109	DESIGN SILK SCREEN PRINTERS 4900-G JEFFERSON, N.E. ALBUQUERQUE NM 87109
INVC#	111716 131.45 TOT\$ PAID 131.45 BAL	211716 18.00 TOT\$ PAID 18.00 BAL	311716 4200.00 TOT\$ PAID 4200.00 BAL	411716 61.00 TOT\$ PAID 61.00 BAL	511716 10323.37 TOT\$ PAID 10323.37 BAL	611716 2912.34 TOT\$ PAID 2912.34 BAL	711716 242.83 TOT\$ PAID 242.83 BAL	811716 1126.68 TOT\$ PAID 1126.68 BAL	911716 2499.99 TOT\$ PAID 2499.99 BAL	1755.00 TOT\$ PAID 1755.00 BAL

m
ä
.20
9
/16
03,
11/
Date:

Page:

INVOICE LISTING NOVEMBER 7 2016

unt	1755.00	80.97 79.92 322.21 277.24 60.52 184.42 69.65 47.64 30.45	21.15	172.75 229.97 161.04 108.17 52.53 196.02	47.78	38.00	61.00	170.00	639.80
PO# Amount	3 0 2 8 8 4 8 9 0 2 8 8 4 9 9 9 8 8 4 9 9 8 8 4 9 9 8 8 4 9 9 8 8 4 9 9 8 8 4 9 9 9 8 8 4 9 9 9 8 8 9 9 9 9								30276
Line Item	413912248	TER 401052209 401152209 401162209 401242209 402612209 408912209 418912209 612202308	629522205	401152210 401162210 401242210 401052210 412532210	401212205	690842205	401082205	IAY 401212205	685082201
Description	INSTALL STRIPING ON SIDES AND TALLGATE INSTALL LOG ON DOORS INSTALL UNIT NUMBER ON ROOF TALLGATE AND BACK OF BED 2016 DODGE 1500 CREWCAB FD7	20233010/WORLARTY SENIOR CENTER 105870010/ESTANCIA SENIOR CENTER 101850000/COUTHOUSE. 10600000/JUDICIAL 101990010/WEDICAL CENTER 105690000/JUS60000/ROAD DEPT 714510000/TCFD5 609250000/TCFD5 106380000/TCFD6	MILEAGE/HOME VISITING	COURTHOUSE JUDICIAL COMPLEX HOPE MEDICAL CONTER ESTANCIA SENIOR CENTER TORRANCE COUNTY FAIRGROUNDS TC FAIRGROUNDS METER 1	MILEAGE FROM MOUNTAINAIR TO ALBUQUERQUE 103.88 MILES @.46 PER MILE	PER DIEM/TAOS CYFD APPROVED BATTERER INTERVENTION TRAINING	PER DIEM/P & Z MTG/11-2-16	REIMBURSEMENT FOR TWO NIGHT STAY 401212205 GENERAL ELECTION SCHOOL	. 4 - 245/70 R17 10 PLY ALL
Name	DESIGN SILK SCREEN PRINTERS 4900-G JEFFERSON, N.E. ALBUQUERQUE NM 87109	ESTANCIA NM 87016	ESPINOSA-MOORE, BERTHA 161 THUNDER MOUNTAIN RD. EDGEWOOD NM 87015	ESTANCIA, TOWN OF BOX 166 ESTANCIA NM 87016	FULFER, DENNIS P.O. BOX 674 MOUNTAINAIR NM 87036	GONZALES, JUAN PEREA PO BOX 563 ESTANCIA NM 87016	HERNANDEZ, MARTY SANCHEZ 62 MAGIC MIST MORIARTY NM 87035	JARAMILLO, LINDA P.O. BOX 617 ESTANCIA NM 87016	JUNIOR'S TIRE & AUTO PARTS INC.
INVC#	1111716 1755.00 TOT\$ PAID 1755.00 BAL	1211716 1207.70 TOT\$ PAID 1207.70 BAL	1311716 21.15 TOT\$ PAID 21.15 BAL	5211716 920.48 PAID 920.48 BAL	1411715 47.78 TOT\$ PAID 47.78 BAL	1511716 38.00 TOT\$ PAID 38.00 BAL	1611716 61.00 TOT\$ PAID 61.00 BAL	171716 170.00 TOT\$ PAID 170.00 BAL	1811716

Page:	#0d
INVOICE LISTING NOVEMBER 7 2016	Line Item
INVOICE LISTING	Description
Date: 11/03/16 10:20:23	INVC# Name

Amount	30276 30276	170.00	61.00	48.46	156.35 81.34 81.34 36.34	2027.72	30117 2269.19 30117 30117 30117	30228 2639.44	90.33	90.73
#0d							0 0 m	0 0 m		
Line Item		401212205	401082205	401822272	408912272 409912272 405912272 413912272	605222272	406912248	402602201	401052209	405912201
Description	TERRAIN TIRES MOUNTED AND BALANCED	REIMBURSEMENT FOR TWO NIGHT STAY GENERAL BLECTION SCHOOL	PER DIEM/P & Z MTG/11-2-2016	MONTHLY INTERNET SERVICE INV #87184 ACCT #TORRANCE ANIMAL	MONTHLY INTERNET BILL INV #87089 ACCT #10926 FIRE DEPT	TEEN COURT/PREVENTION CONTRACT	CASCADE SYSTEM INSTALLATION, MILEAGE, FREIGHT, TAX COMMODITY CODES: 55770	JACK, AXELS, 5 WHEELS, NEW HITCH, LABOR	MOUNTAINAIR SENIOR CENTER/WATER MOUNTAINAIR SENIOR CENTER/GAS ACCT #1716	BRUSH 5 HIGH BEAM PASS SIDE HIGH BEAM INOP PARTS/LABOR/LABOR TAX INV #91912
Name	P O BOX 74 MORIARIY NM 87035	KAYSER, LINDA PO BOX 334 MOUNTAINAIR NM 87036	LANGELL, GAIL P O BOX 584 MORLARTY NM 87035	LOBO INTERNET SERVICES LTD 2419 SAN PEDRO DR NE ALBUQUERQUE NM 87110 4101	LOBO INTERNET SERVICES LTD 2419 SAN PEDRO DR NE ALBUQUERQUE NM 87110 4101	LUCERO, LUCIA PO BOX 123 TORREON NM 87061	MESA EQUIPMENT & SUPPLY CO PO BOX 91568 ALBUQUERQUE NM 87199	MORIARTY PIPE & IRON P.O. BOX 1550 MORIARTY NM 87035	MOUNTAINAIR, TOWN OF P.O. BOX 115 MOUNTAINAIR NM 87036	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032
#DAAT		1911716 170.00 TOT\$ PAID 170.00 BAL	2011716 61.00 TOT\$ PALD 61.00 BAL	2111716 48.46 TOT\$ PALD 48.46 BAL	2211716 355.37 TOT\$ 355.37 BAL	2311716 2027.72 TOT\$ PAID 2027.72 BAL	2411716 2269.19 TOT\$ PAID 2269.19 BAL	2511716 2639.44 TOT\$ PAID 2639.44 BAL	2611716 187.79 TOT\$ PAID 187.79 BAL	2711716 90.73 TOT\$ 90.73 BAL

•	
Page:	1
9	
IR 7 201	
NOVEMBI	
INVOICE LISTING NOVEMBER 7	
INVOICE	
20:23	
16 10:2	
Date: 11/03/16 10:20:2	
Date	

unt		500.77	780.45	678.57	320.64	250.00	58.73	115,90
PO# Amount						30197 30197 30197 30197 30197 30197		
Line Item		405912201	408912201	418912201	418912201	610402266	911802207	911802215
Description	AD-9 PURGE KIT AD-9 CARTRIDGE KIT PARTS/LABOR/LABOR TAX INV #91911	SQUAD 5  TS ENGINE DYING REPLACE CAM SHAFT SENSOR PARTS/LABOR/TAX ON LABOR INV #91910	ENGINE 32 REPLACE 2 BATTERIES 4D PARTS LABOR/TAX ON LABOR INV #91914	WILLARD ENGINE DOT INSPECTION REPLACE BULBS/OIL/FUEL/AIR PILTER/OIL/RADIATOR CAP PARTS/LABOR/TAX ON LABOR INV #91908	2004 DODGE DURNA TOW FROM WILLARD TO SHOP TS NO START REPLACE BATTERY PARTS/LABOR/TAX ON LABOR INV #91909	2 - REGISTRATION FOR ASSESSOR FALL COMPERENCE B. CABBER, J. LUCERO 1 - A118 DESIGN & MEASUREMENTS CLASS - J. LUCERO 1 - A0112 TAX CLASS - J. LUCERO	LONG DISTANCE FAXES ACCT #5053849631	SCHEDULED SERVICE NOVEMBER 2016 ACCT #25640741
Name	P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NM ASSOCIATION OF ASSESSING OFFI ATTN: GEMUR. FERGUSON 101 W GREEN ST CARLSBAD NM 88220	NTS COMMUNICATIONS P.O. BOX 10730 LUBBOCK TX 79408 3730	ORKIN INC. P.O. BOX 7161 PASADENA CA 91109 7161
#DANT	596.65 TOT\$ PAID 596.65 BAL	2911716 500.77 TOT\$ PAID 500.77 BAL	3011716 780.45 TOT\$ PAID 780.45 BAL	3111716 678.57 TOT\$ 678.57 BAID	320.64 BAL	3311716 250.00 PAID 250.00 BAL	3411716 58.73 TOT\$ PAID 58.73 BAL	3511716 115.90 TOT\$ PAID 115.90 BAL

m
ü
0
Ω
••
0
$\vec{\vdash}$
16
冖
03
$\sim$
H
H
••
Jate
11
്ര

INVOICE LISTING NOVEMBER 7 2016

nt	2483.52	246.15	2250.00	176.82	38.00	2000.04	1. 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	400.00	960.95	1042.00
PO# Amount			30321 30321 30321 30321 30321 30321			300226 30226 30226 30226	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		30174 30174 30174 30174	
Line Item	635672272	629522205		407912207	690842205	401652218	629522218 690842218	412532272	401152215	610402203 675072203
Description	CONTINUUM COORDINATOR OCTOBER 2016 INV #42017	MILEAGE/HOME VISITING	ANNUAL PARENTS AS TEACHER AFFILIATION FEB (INCLUDES USE OF CURRICULM); 4 AFFILIATE RENEWAL FOR 4 HV STAFF	INTERNET BILL OCTOBER 2016 INV #8135694 ACCT #2211365 TCFD1	PER DIEM/TAOS CYFD APPROVED BATTERER INTERVENTION TRAINING	SOFTWARE SUPPORT RENEWAL FORTIS SE 5 USER EXCLUDING POWERWEB SUPPORT RENEWAL 1-YEAR	PERIODIC PAYMENT 11/1/2016 TO 11/30/2016 INV #22012117 ACCT#3940880	SECRETARY FEES OCTOBER 2016 TORRANCE COUNTY FAIR BOARD	DIAGNOSE/REPAIR SERVER ROOM AC VERBAL APPROVAL BY L. OLLVAS 1008 ON 9/22/2016 TMP-170917	PARCEL BUILDER PLUS SUITE MAINTENANCE 11/13/2016 THRU 11/12/2017
Nаme	ORTIZ, JENEA R 45 ROBERT DR ESTANCIA NM 87016	PADILLA, CHARMEN PO BOX 844 MOUNTAINAIR NM 87036	PARENTS AS TEACHERS NATIONAL CENTER INC. 2228 BALL DRIVE ST LOUIS MO 63146	PLATEAU WIRELESS ATIN: SARAH VARNEY NM RSA 4 P O BOX 9000 CLOVIS NM 88102 9090	QUINTANA, JOANNA P O BOX 10067 ESTANCIA NW 87016	RICOH USA, INC P.O. BOX 650073 DALLAS TX 75265 0073	RICOH USA, INC P.O. BOX 650073 DALLAS TX 75265 0073	RILEY, CHELSEA P O BOX 1225 ESTANCIA NM 87016	RMS SERVICES SCOTT SHEPHERD PO BOX 10473 ALBUQUERQUE NM 87184	SIDWELL COMPANY DEPARTMENT 20-8058 PO BOX 5998
INVC#	3611716 2483.52 TOT\$ PAID 2483.52 BAL	3711716 246.15 TOT\$ PAID 246.15 BAL	3811/16 2250.00 PAID PAID 2250.00 BAL	3911716 176.82 TOT\$ PAID 176.82 BAL	4011716 38.00 TOT\$ PAID 38.00 BAL	4111716 2000.04 TOT\$ PAID 2000.04 BAL	4211716 194.41 TOT\$ PAID 194.41 BAL	4311716 400.00 TOT\$ PAID 400.00 BAL	4411716 960.95 TOT\$ PAID 960.95 BAL	4511716 2084.00 TOT\$

7 2016	Line Item
INVOICE LISTING NOVEMBER 7 2016	Description
Date: 11/03/16 10:20:23	INVC# Name

Page: #0d

ē							
		350.67	899.55	112.98	61.00	5030.00	2382.73
Amount		30138 30138 30138	30282 30282 30282 30282	30111 30111 30111 30111			30169
#0d		) H	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~				m
E		σį	, σ,	ø,	)5	72	71
Line Item		, 401822219	413912219	R 610402219	401082205	635672272	402602244
Description	1/2 PORTION (COUNTY ASSESSOR) 1/2 PORTION (RURAL ADDRESSING) INV #105279 ACCT #4989001	PENS, CLIPBOARD, MONITOR STANDS, MESH WALL FILES, CABINETS, BATTERIES, MOUSE	4 - KASPERSKY ANITVIRUS FOR WINDOWS 2 - MICROSOFT OFFICE 1 - HP DESKTOP	FOLDING CHAIRS, ZIP TIES, ERASER WHITE DRY ERASE BOARDS, PENS COMMODITY CODES: 42027, 61560, 78515, 78557, 62079, 62086	PER DIEM/P & Z MTG/11-2-2016	CASE MANAGEMENT 18 X 175 JIFF 14 X 25 FOLLOW-UP 41 HRS X 30 BOYS COUNCIL 3 X 100 42644 INV #109	REPAIRS ON EQUIPMENT
Name	CAROL STREAM IL 60197 5998	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	TORRES, JOSE J. PO BOX 77 TORREON NM 87061	WARE, SIDNEY K WARE RESOURCES LLC 101 JOHN GLENN EAST MORIARTY NM 87032	2ND-TO-NONE SERVICE P.O. BOX 3357 MORIARTY NM 87035
#JANI	2084.00 BAL	4611716 350.67 TOT\$ PAID 350.67 BAL	4711716 899.55 TOT\$ PAID 899.55 BAL	4811716 112.98 TOT\$ PAID 112.98 BAL	4911716 61.00 TOT\$ PAID 61.00 BAL	5030.00 BALD	5111716 2382.73 FOT\$ PAID 2382.73 BAL

58953.80 \*\*\*TOTAL INVOICING\*\*\* Date: 11/03/16 10:20:24 DISTRIBUTION INVOICE LISTING NOVEMBER 7 2016 DEBITS

00.	00.	00.	00.	00.	.00	00.	# # # # # # # # # # # # # # # # # # # #	00.	00.	00.	00.	00.	00.	00.	00.	00.	00	OC.	00.	00.	00.	00.	00.	00	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	. 00
58,953.80	6,559.13	456.85	258.35	198.50	244.00	244.00	*#=====================================	1,455.91	322.21	172.75	960.95	507.21	277.24	229.97	387.78	387.78		50.50	161.04	48.4.85 0.00	482.86	160.96	160.96	2 000 04	2,000.04	641.96	242.83	350.67	48.46	19,729.96	19,545.54	6,839.44	2,382.73	10,323.37	184.42	184.42	3,094.14	3,094.14
	GENERAL FUND	COUNTY COMMISSION	HEATING/GAS/PROPANE	water/sewer/trash	nesensensessammensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemmensemm			ADMINISTRATIVE OFFICES MAINTENAN	HEATING/GAS/PROPANE	WATER/SEWER/TRASH	BUILDING MAINTENANCE/REPAIR	GENERALES COMPLEX MAINTENANCE	HEATING/GAS/PROPANE	WATER/SEWER/TRASH	BLECTIONS	MILEAGE/PER DIEM	HENTER DESTRUCTION BLDC MAINTENANCE		WATER/SEWER/TRASH	COUNTY TREASURER	TRAINING	FINANCE DEPARTMENT	TRAINING	TARGORANTON TROUND OF TARGORANCE STREET STRE	EQUIPMENT MAINTENANCE/REPAIR		BLECTRICITY	OFFICE SUPPLIES	PROFESSIONAL SERVICES	ROAD FUND	corrections ROAD DEPARTMENT	VEHICLE MAINTENANCE/REPAIR	MACHINERY MAINTENANCE/REPAIR	GRADER/EQUIPMENT LEASE	COUNTY ROAD SHOP	heating/gas/propane	DISTRICT 5 VFD	STATE FIRE ALLOTMENT
n Fi	**TOLY*	**DEPT	401-05-2209	401-05-2210	nasominonentamanananananananananananananananananan	401-08-2205		TGEO**	401-15-2209	401-15-2210			401-16-2209	401-16-2210	***************************************	401-21-2205			401-24-2210	TGEC**	401-30-2266	**DEPT	401-55-2266		401-65-2218		401-82-2208	401-82-2219	401-82-2272	**TOTAT		402-60-2201	402-60-2244		ozzeneszeneszeneszeneszeneszeneszeneszen	402-61-2209	**TOTAL	**DBPT

Date: 11/03/16 10:20:24 DISTRIBUTION INVOICE LISTING NOVEMBER 7 2016 DEBITS

0000	00.	00.	. 00.	00.	00,	00.	00.	000.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.
1,188.15 69.65 1,755.00	2,269.19	2,269.19 2,269.19	176.82	176.82 176.82	1,115.89	1,115.89	780.45	131.45	156.35	81.34	81.34	648.55	648.55	248.55 400.00	2,690.89	2,690.89	35.668	1,755.00	36.34	1,029.66	1,029.66	999.21	30.45	2,027.72	27.720	2,027.72	1,887.84	1,887.84
VEHICLE MAINTENANCE/REPAIR HEATING/GAS/PROPANE SAFETY EQUIPMENT PROFESSIONAL SERVICES	DISTRICT 2 VFD	STATE FIRE ALLOTMENT SAFETY EQUIPMENT	DISTRICT 1 VFD	STATE FIRE ALLOTMENT TELECOMMUNICATIONS	DISTRICT 3 VFD	STATE FIRE ALLOTMENT	VEHICLE MAINTENANCE/REPAIR	MEDICAL SUPPLIES	PROFESSIONAL SERVICES	DISTRICT 4 VFD	STATE FIRE ALLOTMENT PROFESSIONAL SERVICES	COUNTY PAIR		WATER/SEWER/TRASH PROFESSIONAL SERVICES	FIRE DEPARTMENT ADMIN	STATE FIRE ALLOUMENT	OFFICE SUPPLIES	SAFETY EQUIPMENT	PROFESSIONAL SERVICES	DISTRICT 6 VFD	STATE FIRE ALLOTMENT	VEHICLE MAINTENANCE/REPAIR	HEATING/GAS/PROPANE	DWI PROGRAM FUND	DWI LOCAL GRANT FY17	PROFESSIONAL SERVICES	PROPERTY VALUATION FUND	COUNTY ASSESSOR
405-91-2201 405-91-2209 405-91-2248 405-91-2272	*TOTAL	**DBPT 406-91-2248	TATOT**	**DEPT 407-91-2207	**TOTAL	**DDPT	408-91-2201	408-91-6203 408-91-2230		**TOLK*	**DEPT 409-91-2272	**TOTAL		412-53-2210 412-53-2272	**TOTAL		413-91-2219	413-91-2248	413-91-2272			418-91-2201		**TOTAL		605-22-2272		accepturation of the section of the

Date: 11/03/16 10:20:24 DISTRIBUTION INVOICE LISTING NOVEMBER 7 2016 DEBITS

000	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.
1,042.00 112.98 732.86	54.68	54.68	2,633.85	2,633.85 285.30 98.55 2,250.00	7,513.52	7,513.52	2,912.34	2,912.34	1,042.00	1,042.00 1,042.00	639.80	639.80 639.80	171.86	171.86 76.00 95.86	2,674.62	2,674.62 58.73	115.90 2,499.99	58,953.80 58,953.80
MAINTENANCE CONTRACTS OFFICE SUPPLIES TRAINING	CLERK'S EQUIPMENT FUND	COUNTY CLERK VOTING MACHINE STORAGE	HOME VISITING GRANT	HOME VISITING GRANT FY17 MILEAGE/PER DIEM EQUIPMENT MAINTENANCE/REPAIR MEMBERSHIP DUES/SUBSCRIPTIONS	JUVENILE JUSTICE GRANT	CYFD JUVENILE JUSTICE GRANT FY17 PROFESSIONAL SERVICES	HIGH LONESOME WIND PILT	HIGH LONESOME WIND PILT GRADER/EQUIPMENT LEASE	RURAL ADDRESSING	RURAL ADDRESSING MAINTENANCE CONTRACTS	P&Z COURT PEES	PLANNING & ZONING VEHICLE MAINTENANCE/REPAIR	DOMESTIC VIOLENCE GRANT	DV CONTRACT FY17 MILEAGE/PER DIEM EQUIPMENT MAINTENANCE/REPAIR	EMERGENCY-911 FUND	911-DISPATCH CENTER TELECOMMUNICATIONS	BUILDING MALNTENANCE/REFAIR CO/VEHICLES	WELLS FARGO ** BANK TOTALS **
610-40-2203 610-40-2219 610-40-2266	**TOTAL	**DEPT	**TOTAL	**DEPT 629-52-2205 629-52-2218 629-52-2269	**TOTAL	**DEPT 635-67-2272	**TOTAL	**DEPT 641-09-2607	**TOTAL	**DBPT 675-07-2203	**TOTAL	17 18 18 18 18	**TOTAL	**DBPT 690-84-2205 690-84-2218	**TOTAL	**DEPT 911-80-2207		BANK01

z

TOTAL CHECKS PRINTED

ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 33,119.66 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 10/31/2016. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY. THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED

Linda Jaramillo ATTEST BY Julia Ducharme Leroy M. Candelaria James W. Frost SIGNED

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Janice Y. Barela

Page:
INVOICE LISTING OCTOBER 31 2016
Date: 11/03/16 11:05:09

987.30	82.11	238.22	398.00	1643.96	55.00	718.36	210.00	450.00 49.00 100.00
30093 30093 30093 30093 30093		30278 30278 30278 30278 30278	30277	29517 29517 29517 29517 29517 29517			30265 30265	
610402218	406912230	SIGN 401212221	401212219	S 41050222	610402205	412532208	420742201	405912209 405912209 405912209
MOTOROLA XPR2500 UHF MOBILE RADIO AND INSTALLATION; INCLUDES PARTS AND SERVICE 2008 TAHOE UNIT AO2 COMMODITY CODES: 72688	CYLINDER RENTAL FEE NOVEMBER 2016 LATE FEE ACT #2159858	REMOVE LETTERING FROM 4'X8' SIGN REPLACE WITH LETTERING FOR GENERAL ELECTION DESIGN AND LETTER 4'X4' COROPLAST SIGN 2 SIDES	20 - COMPACT FLASH MEMORY CARDS	2 - IMPAC MT MULTI-THREAT PLATES 6 - IMPAC MT HANDGUN THREAT PLATES 2 - CFX FILED KNIFE 2 - VTAC OPERATOR AXE 3 - TAC AR PLATE CARRIER SHIPPING	PER DIEM/TAOS NWAC ASSESSOR AFFILIATE FALL CONFERENCE	ELECTRIC BILL TORRANCE COUNTY FAIRGROUNDS GROUP INVOICE #224	WINDSHIELD HOOVER CROWN VIC	NEW XERVICE TO VFDS SUBSTATION STATE YARDLINE PERMIT METER DEPOSIT ACCT #716230000
ADVANCED COMMUNICATIONS & ELECTRONICS, INC. 2417 BAYLOR DRIVE SE ALBUQUERQUE NM 87106	AIRGAS USA LLC AIRGAS INC P O BOX 676015 DALLAS TX 75267 6015	APPLE MOUNTAIN PRINTS JAMES SUMMERS JR P O BOX 932 ESTANCIA NM 87016	APPLE MOUNTAIN PRINTS JAMES SUMMERS JR P O BOX 932 ESTANCIA NM 87016	ATLANTIC TACTICAL INC. 763 CORPORATE CIRCLE NEW CUMBERLAND PA 17070	CABBER, BETTY 48 W ICE PLANT ROAD ESTANCIA NM 87016	CENTRAL NM ELECTRIC COOP.  PO BOX 669  MORIARIY NM 87035 0669	EAST MOUNTAIN AUTO GLASS  02 GEORGE CT SUITE A EDGEWOOD NM 87015	EWW GAS ASSOCIATION BOX 118 ESTANCIA NW 87016
32103116 987.30 TOT\$ 987.30 PALD BAL	33103116 82.11 TOT\$ 82.11 PAID BAL	1103116 238.22 TOT\$ 238.22 PAID BAL	2103116 398.00 TOT\$ 398.00 PAID	3103116 1643.96 TOT\$ 1643.96 PAID	34103116 55.00 TOT\$ 55.00 PAID	40103116 718.36 TOT\$ 718.36 PAID BAL	31102116 210.00 TOT\$ 210.00 PAID BAL	5103116 599.00 TOT\$ 599.00 PAID

œ.
1 2016
R 31
TOBE
၁၀ ဗ
STIN
ICE LI
INVOICE LISTING OCTOBER 31
H
1:05:09
11:05
16
03/
11/1
Jate

Page:

ţţ.	27.99	240.72	257.53	10242.15	300.11	76.78 40.80 42.77	13.13	51.51	1094.59	287.40
PO# Amount		30186 30186	30194 30194 30194 30194	30237 30237 30237 30237 30237			30080		30215 30215 30215	29993
Line Item	612202308	401152220	406912248	402622286	402632286	413912202 413912202 610402202 685082202	612202203	420732272	420732272	406912248
Description	10-6380-000/CLERK	TOILET BOWL CLEANER AND STAINLES 401152220	REEBOK 8" RAPID RESPONSE SIDE ZIP COMPOSITE TOB BOOTS; MAGNUM 8" STEALTH FORCE BOOT ESTIMATED SHIPPING	26 - HFE 90 OIL EXTRA MILE FOR CR A001 TAX CAP-5-16(472) CT#D14924 CL#L500215	ON SB PROJECT HFE 90 OIL SHORPAGE ON A PREVIOUS PAYMENT INV #100707329 ACCT #1100427	FUEL/FIRE ADMIN FUEL/ASSESSOR FUEL/P & Z	8 - PICK UPS OF MATERIALS FOR	14 DRUG TEST CONFIRMATIONS TING SEPTEMBER 2016 INV #3980 ACCT #05560000	4 - PANEL DRUG TESTS (ORAL) TING 1 - PANEL DRUG TESTS (URINE) TAX	HI-LIFT JACK COMMODITY CODES: 07541
Name	EMW GAS ASSOCIATION BOX 118 ESTANCIA NM 87016	FLEMING CHEMICAL CO INC P O BOX 35131 ALBUQUERQUE NM 87176	GALLS LLC P O BOX 71628 CHICAGO IL 60694 1628	HOLLY ASPHALT COMPANY P.O. BOX 840408 DALLAS TX 75284 0408	HOLLY ASPHALT COMPANY P.O. BOX 840408 DALLAS TX 75284 0408	HONSTEIN OIL CO. 11 PASEO REAL SANTA FE NM 87507	HORIZONS OF NEW MEXICO TIBH INDUSTRIES INC 8100 MOUNTAIN RD NE ALBUQUERQUE NM 87110	INDEPENDENT DRUG TESTING FORENSIC & CRIMINALISTIC TESTING P O BOX 95708 ALBUQUERQUE NM 87199 5708	INDEPENDENT DRUG TESTING FORENSIC & CRIMINALISTIC TESTING P O BOX 95708 ALBUQUERQUE NM 87199 5708	L.N. CURTIS & SONS 1800 PERALTA ST OAKLAND CA 94607
INVC#	6103116 27.99 TOT\$ 27.99 PAID BAL	7103116 240.72 TOT\$ 240.72 PAID BAL	8103116 257.53 TOT\$ 257.53 PAID BAL	10242.15 TOT\$ 10242.15 BAID	35103116 300.11 TOT\$ 300.11 PAID BAL	10103116 160.35 TOT\$ 160.35 PAID	11103116 13.13 TOT\$ 13.13 PAID BAL	12103116 51.51 TOT\$ 51.51 PAID BAL	13103116 1094.59 TOT\$ 1094.59 PAID	4103116 287.40 TOT\$ 287.40 PAID BAL

Page: 3	
INVOICE LISTING OCTOBER 31 2016	
Date: 11/03/16 11:05:09	

	nt		450.00	818.00	642.22	175.00	525.00	190.00	812.50	6582.88	1617.19
	PO# Amount			29696 29696		30269 30269 30269	30267 30267 30267 30267	30239 30239 30239 30239 30239 30239	30140	30246 30246 30246	30216 30216
D 1	Line Item	610402266	401052269	401502231	405912209	401082266	612202266	690862266	402602242	402602244	412532238
INVOICE MISTING OCTOBER ST	Description	PER DIEM/TAOS NWACO ASSESSOR AFFILIATE FALL CONFERENCE	COUNTY MEMBERSHIP DUES 01/01/2016 TO 12/31/2016 INV #151152 ACCT #35057	2 - GLOCKS GUTIERREZ & TORRES	400 GALLONS PROPANE TCFD5 INV #3057024374 ACCT #2026801957	2017 NMAC CONFERENCE LEGISLATIVE SESSION S. GUETSCHOW	3 - REGISTRATION ANNUAL NWAC MEETING L. JARAMILLO, L. KAYSER, S. CHAVEZ	2 - REGISTRATIONS FOR BATTERER INTERVERVION PROGRAM FACILITATOR FUNDAMENTALS TRAINING J. QUINTANA, J. PEREA-GONZALEZ 10/19-21/2016 NMCADV ORDER #558310274	10 - STOP SIGNS	EQUIPMENT TIRES VERBAL APPROVAL BY L. OLIVAS 1309 ON 8/23/2016 TWP-170826	FIND LEAKS AND REPLACE TWO FROST FREES AT FAIRGROUNDS
80::80:	Name	LUCERO, JESUS P O BOX 123 TORREON NM 87016	NAT'L ASSOC OF COUNTIES PO BOX 79007 BALTIMORE MD 21279 0007	NEVE'S UNIFORMS INC. 5120 OSAGE ST #200 DENVER CO 80221	NEW MEXICO PROPANE HERITAGE OPERATING LP P.O. BOX 1790 MORLARIY NM 87035	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA FE NM 87501	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA FE NM 87501	NM COLLITION AGAINST DOMESTIC VIOLENCE 1000 CORDOVA PLACE #52 SANTA FE NM 87505	P & M SIGNS INC P.O. BOX 567 MOUNTAINAIR NM 87036 0567	REDBURN TIRE CO. 3801 W CLARENDON AVE. PHOENIX AZ 85019	REPUTABLE PLUMBING & HEATING FREDERIC X LLOXD
Date: II/03/is il:05:09	INVC#	14103116 55.00 TOT\$ 55.00 PAID BAL	15103116 450.00 TOT\$ 450.00 PAID BAL	16103116 818.00 TOT\$ 818.00 PAID	642.22 TOT\$ 642.22 PAID 642.22 PAID	17103116 175.00 TOT\$ 175.00 PAID	18103116 525.00 TOT\$ 525.00 PAID BAL	190.00 TAID 190.00 BAL	21103116 812.50 TOT\$ 812.50 PAID	22103116 6582.88 TOT\$ 6582.88 PAID	36103116 1617.19 TOT\$

2016	
31	
OCTOBER	
LISTING	
INVOICE	

Date: 11/03/16 11:05:09

Page:

unt	!	148.23	320.00	71.93	10.84	353.66	618.69	314.60	1304.66	123.36	82.50
PO# Amount		29875 29875		29850	29850	30219 30219 30219 30219 30219	30223 30223 30223		30212		
Line Item		610402203 675072203	610402203	402602203	402602203	r 401212219	413912219	405912219	402602201	401502207	401052272
Description		***REPLACES PO 28393*** 1 RICOH MPCW200SP WIDE FORMAT	RICOH SERVICE CONTRACT INV #97679725 ACCT #80569-1016034A11	***REPLACES PO 28745***	***REPLACES PO 28745***	ADDING MACHINE TAPE, YELLOW COPY PAPER LETTER AND LEDGER, FINGER TIPS LARGE AND MEDIUM, AVERY LABELS, MECHANICAL PENCILS, AIR DUSTERS, BINDER CLIPS	STAPLES LATERAL FILE CABINET, TONER, POST IT NOTES, MESH LETTER TRAYS	20 PADLOCK COMBINATION BRASS PO # 29637 INV #3318296319 CUSTOMER DAL 70109685 ACCT #394849	TIRES FOR 16' TRAILER/O1 PICKUP	HOT SPOTS INV #977339951 ACCT #242016457-00001 SEPT 11 - OCT 10 2016	ADMINISTRATION FEE FOR PREVIOUS
Name	P O BOX 1053/27 FRANKLIN RD MORIARIY NM: 87035	RICOH USA, INC P.O. BOX 650073 DALLAS IX 75265 0073	RICOH USA, INC P.O. BOX 650073 DALLAS TX 75265 0073	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266 0342	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266 0342	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	T.A. TIRES & SERVICE TOBIAS A ARCHULETA 701 US HWY 60/P O BOX 173 MOUNTAINAUR NM 87036	VERIZON WIRELESS P O BOX 660108 DALLAS TX 75266 0108	WAGEWORKS
INVC#	1617.19 PAID BAL	25103116 296.46 TOT\$ 296.46 PAID BAL	37103116 320.00 TOT\$ 320.00 PAID	23103116 71.93 TOT\$ 71.93 PALD	24103116 10.84 TOT\$ 10.84 PAID	26103116 353.66 PAID 353.66 PAID BAL	27103116 618.69 PAID 618.69 PAID	314.60 PALD BAL	28103116 1304.66 TOT\$ 1304.66 PALD	29103116 123.36 TOT\$ 123.36 PAID BAL	30103126

Amount		97.74
#00#		401822210
Line Item	401052272	401822210
Description	MONTH FLEX PLAN INV #125A10491327 ACCT #2048013	INC. MONTHLY TRASH PICK-UP DOVEMBER. 2016 INV #8604797-0573-0 ACCT #650-01013877-0573-5
Name	PO BOX 870725 KANSAS CITY MO 64187 0725	39103116 WASTE MANAGEMENT OF NM INC. 97.74 TOT\$ 97.74 PAID P.O. BOX 78251 BAL PHOENIX AZ 85062 8251
INVC#	132.50 TOT\$ 132.50 PAID BAL	39103116 97.74 TOT\$ 97.74 PAID

Ŋ

Page:

INVOICE LISTING OCTOBER 31 2016

Date: 11/03/16 11:05:09

\*\*\*TOTAL INVOICING\*\*\* 33119.66

Date: 11/03/16 11:05:09 DISTRIBUTION INVOICE LISTING OCTOBER 31 2016 DEBITS

Color   Colo	** GRAND TOTAL **		33,119.66	00.
COUNTY CONDELSSION   582.50	======================================	GENERAL FUND	3,027.20	00.
COUNTY COURTY COURTY CASES   COURTY		ii i		
PLANKING & EXAUGES   132.50	±*D¤D*•	COUNTY COMMISSION	586.50	
FLANKING & ZONING	401-05-2269 401-05-2272	MEMBERGELF LOES/ SUBSCRIFTLONS PROFESSIONAL SERVICES	132.50	000.
175.00   1				00'
20 CURNING SUPPLIES 240.72 20 CLEANING SUPPLIES 240.72 21 PERCIONS 21 PAINTING SUPPLIES 240.72 21 COUNTY SHERIFF 21 TELECOMMUNICATIONS 99.88 21 COUNTY SHERIFF 21 ANTEAL SHELIFER 97.74 22 COUNTY SHERIFF 23 STAND FUND 24 MATERIA SHELIFER 97.74 24 MATERIA SHERIFF 25 STAND FUND 26 STAND FUND 27 STAND STAND STANDARD 115.325.07 26 COUNTY ROAD PERDAMMENT 8,722.81 27 MATERIA SHERIFF 28 MATERIA SHERIFF 29 STAND STANDARD 115.225.82 219 STAND STANDARD 115.225.82 220 STAND FUND 221 STAND STANDARD 222 STAND FUND 223 STAND FUND 224 STAND FUND 225 STAND FUND 226 STAND STANDARD 227 STAND FUND 228 STAND FUND 229 STAND FUND 220 STAND FUND 221 STAND STANDARD 222 STAND FUND 223 STAND FUND 224 STAND 225 STAND FUND 226 STAND FUND 227 STAND FUND 228 STAND FUND 229 STAND FUND 220 STAND 220 STAND FUND 220 STAND FUND 220 STAND 220	401-08-2266		175.00	00.
20 CLEANING SUPPLIES	#	-=====================================	240.72	00.
19	401-15-2220	CLEANING SUPPLIES	240.72	00.
151.66	11	ELECTIONS	989.88	00.
2207 TEACHTING/PUBLISHING/ADVERTISHNG 228.22 2207 TEACHTING/ADVERTISHNG 228.22 2207 TEACHTINGNS 123.36 2201 WEAPONS/AMWINTION 99.7.74 2210 WATER/SEMEN/TAASH 97.74 2202 WATER/SEMEN/TAASH 97.74 2204 WATER/SEMEN/TAASH 97.74 2205 WATER/SEMEN/TAASH 6.582.88 2206 OLIS/DISTRIBUTION 10.742.15 2209 SEMENTE SEMEN/TEACH 97.04 2209 SEMENTE SEMEN/TEACH 97.04 2209 SEMENTE SEMEN/TEACH 97.04 2200 SEMENTE SEMEN/TEACH 97.04 2200 SEMENTE SEMEN/TEACH 97.04 2200 SEMENTE SUPPLIES ALLOYERY 627.04 2200 WEDICAL SUPPLIES 1.643.96 22	401-21-2219	OFFICE SUPPLIES	751.66	00.
2207 TELECOMUNITIONS 123.36 -221 MANDAL SHEATER 91.74 -2210 WATER (SWEEVITEAH 97.74 -2201 WHILLE MAINTENANCE/REPAIR 97.74 -2202 MAINTENANCE CONTEXT 80.0 DEPARTMENT 9.725.07 -2244 MACHINER WAINTENANCE/REPAIR 8.77 -2244 MACHINER WAINTENANCE/REPAIR 8.22.2 -2245 MAINTENANCE CONTEXT 80.0 11.304.66 -2244 MACHINER WAINTENANCE/REPAIR 6.582.88 -2244 MACHINER WAINTENANCE/REPAIR 6.582.88 -2245 MACHINER WAINTENANCE/REPAIR 6.582.88 -2246 MACHINER WAINTENANCE/REPAIR 6.582.88 -2246 MACHINER WAINTENANCE/REPAIR 6.582.88 -2247 J. 24.1.5 -2240 MACHINER WAINTENANCE/REPAIR 6.77 -2240 MACHINER WAINTENANCE/REPAIR 6.77 -2240 MACHINER WAINTENANCE/REPAIR 6.77 -2240 MACHINER MACHINER WAINTENANCE/REPAIR 6.77 -2240 MACHINER MACHINER ALLOWERT 1,555.82 -2240 MACHINER FIRE ALLOWERT 6.7.04 -2240 MEDICAL SUPPLIES -2240 MEDICAL	401-21-2221	PRINTING/PUBLISHING/ADVERTISING	238.22	00.
123.36   TELECOMOUNICATIONS   123.36	nooden kanangaan kananga **DEPT	COUNTY SHERIFF	941.36	00.
### ANIMAL SHELTER  ##ATER/SEWER/TRASH  -2210  ##ATER/SEWER/TRASH  -2201  ##ATER/SEWER/TRASH  -2202  ##ATER/SEWER/TRASH  -2203  ##ATER/SEWER/TRASH  -2203  ##ATER/SEWER/TRASH  -2204  ##ATER/SEWER/TRASH  -2204  ##ATER/SEWER/TRASH  -2204  ##ATER/SEWER/TRASH  ##ATER/SEWER/TRASH  -2204  ##ATER/SEWER/TRASH  ##ATER/SEWER/SEWER/TRASH  ##ATER/SEWER/TRASH  ##ATER/SEWER/TRASH  ##ATER/SEWER/TRASH  ##ATER/SEWER/TRASH  ##ATER/SEWER/TRASH  ##ATER/SEWER/SEWER/TRASH  ##ATER/SEWER/SEWER/TRASH  ##ATER/SEWER/SE	401-50-2207	TELECOMMUNICATIONS	123.36	00.
-210 RADE FUND EMPLYTRASH 97.74  -2210 RADE FUND EMPRYTRASH 97.74  -2201 VUHICLE MAINTENANCE/REPAIR 19.328.07  -2202 MAINTENANCE CONTRACTS 1304.66  -2203 SIGNS SIGNS 12.50  -2204 AMAINTENANCE CONTRACTS 82.77  -2204 AMAINTENANCE CONTRACTS 82.77  -2205 GAP PROJECT  -2206 OUILS/DISTRIBUTION 10.242.15  -2209 REALING GAS/PROPANE 1.555.82  -2209 STATE FIRE ALLOTMENT 1.555.82  -2219 OFFICE SUPPLIES 1.555.82  -2210 MEDITAL 2 VFD 627.04  -2210 MEDITAL SUPPLIES 1.44.22  -2220 MEDITAL SUPPLIES 1.44.33  -2220 MEDITAL SUPPLIES 1.643.96  -2220 MEDITAL SUPPLIES 1.643.96  -2220 MEDITAL SUPPLIES 1.643.96	401-50-2231	WEAPONS/AMMUNITION	818.00	00.
-2210 WATER/SEWER/TRASH  L  ROAD FUND  COUNTY SAND DEPARTEENT  (COUNTY STATE MAINTENANCE/REPAIR 8,782.81  1,304.66  MAINTENANCE/REPAIR 1,304.66  MAINTENANCE/REPAIR 6,582.88  2-244 MACHINER MAINTENANCE/REPAIR 6,582.88  10.242.15  CAP PROJECT  CAP PROJECT  CAP PROJECT  CAP PROJECT  10.242.15  CAP PROJECT  10.242.15  10.			AFFGTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	00.
L  ROAD FUND  COUNTY ROAD DEPARTMENT  1,304.66  MALNITENANCE/REPAIR  1,304.66  MALNITENANCE CONTRACTS  2242  SIGNS  SIGNS  10,242.15  CAP PROJECT  CAP PROJECT  CAP PROJECT  CAP PROJECT  CAP ROJECT  CAP PROJECT  10,242.15  300.11  L  L  DISTRICT S VPD  L  STATE FIRE ALLOTMENT  CAP STATE FIRE ALLOTMENT  CAP STATE FIRE ALLOTMENT  CAP STATE FIRE ALLOTMENT  CAP STATE PIRE ALLOTMENT  C	-22	WATER/SEWER/TRASH	97.74	00.
-2201 VEHICLE MAINTENANCE/REPAIR 1,304.66 MAINTENANCE/REPAIR 1,304.66 MAINTENANCE/REPAIR 6,582.88 -2244 MACHINERY MAINTENANCE/REPAIR 6,582.88 -2244 MACHINERY MAINTENANCE/REPAIR 6,582.88 -2286 OILS/DISTRIBUTION 10,242.15 -2286 OILS/DISTRIBUTION 300.11 L SEPROJECT 5 VPD 1,555.82 -2209 HERATING/GAS/FROPAIR 657.04 L  STATE FIRE ALLOTHENT 1,555.82 -2219 OPFICE SUPPLIES 314.60 -22248 STATE FIRE ALLOTHENT 857.04 L  L STATE FIRE ALLOTHENT 857.04 L STATE FIRE ALLOTHE	11 	ROAD FUND	19,325.07	00.
-2201 VEHICLE MAINTENANCE CONTRACTS 2203 SIGNA 2214 BALITENANCE CONTRACTS 2244 MAINTENANCE CONTRACTS 2244 MACHINERY MAINTENANCE/REPAIR 6,582.88 2244 CAP PROJECT CAP PROJECT 10,242.15 2286 OILS/DISTRIBUTION 10,242.15 2286 OILS/DISTRIBUTION 300.11  L SE PROJECT 11,555.82  L DISTRICT 5 VPD L STATE FIRE ALLOTMENT 1,555.82  1,441.22  1,541.24  DISTRICT 2 VPD L STATE FIRE ALLOTMENT 627.04  MEDICAL SUPPLIES 82.11  22248 SAFETY EQUIPMENT 544.93  L I. E. PROTECTION FUND L I. E. PROTECTION FUND L I. GOUNTY SHERIFF 1,643.96	:=====================================		8,782.81	00.
MAINTENANCE CONTRACTS   82.77    -2242   MACHINERY MAINTENANCE/REPAIR   6,582.88    -2244   MACHINERY MAINTENANCE/REPAIR   6,582.88    -2286   OILS/DISTRIBUTION   10,242.15    -2286   OILS/DISTRIBUTION   300.11    -2286   OILS/DISTRIBUTION   1,555.82    -2209   STATE FIRE ALLOTWENT   1,555.82    -2219   OFFICE SUPPLIES   314.60    -2219   OFFICE SUPPLIES   82.10    -2248   STATE FIRE ALLOTWENT   82.11    -2248   STATE FIRE ALLOTWENT   82.11    -2248   SAFETY EQUIPMENT   1,643.96    -2248   COUNTY SHERIFF   1,643.96    -2240   COUNTY SHERIFF   1,644.93    -22	402-60-2201	VEHICLE MAINTENANCE/REPAIR	1,304.66	00.
-2242  -2244  MACHINERY MAINTENANCE/REPAIR  -2286  OILS/DISTRIBUTION  -2286  OILS/DISTRIBUTION  -2286  DISTRICT 5 VFD  L  DISTRICT 5 VFD  L  -2209  HEATING/GAS/PROPANE  1,555.82  1,555.82  STATE FIRE ALLOTWENT  L  L  STATE FIRE ALLOTWENT  -2219  OFFICE SUPPLIES  HEATING/GAS/PROPANE  1,224.22  ABDIECAL SUPPLIES  1,244.93  1,643.96  COUNTY SHERIFF  1,643.96	402-60-2203	MAINTENANCE CONTRACTS	82.77	00.
-2244 MACHINER MAINTENANCE/REPAIR 6,582.88  -2286 OILS/DISTRIBUTION 10,242.15  -2286 OILS/DISTRIBUTION 300.11  OILS/DISTRIBUTION 300.11  L OILS/DISTRIBUTION 1,555.82  -2209 HEATING/GAS/PROPANE 1,555.82  HEATING/GAS/PROPANE 1,241.22  OFFICE SUPPLIES 314.60  L DISTRICT 2 VFD 627.04  MEDICAL SUPPLIES 82.11  STATE FIRE ALLOTWENT 627.04  MEDICAL SUPPLIES 82.11  SAPETY EQUIPMENT 627.04  MEDICAL SUPPLIES 544.93  1,643.96	402-60-2242	SIGNS	812.50	00.
-2286 OILS/DISTRIBUTION  -2286 OILS/DISTRIBUTION  L  -2286 OILS/DISTRIBUTION  L  -2209 HEATING/GAS/PROPANE -2219 OFFICE SUPPLIES  L  L  -2219 STATE FIRE ALLOTMENT  L, 555.82  HEATING/GAS/PROPANE -2219  OFFICE SUPPLIES  L  L  C-2230 STATE FIRE ALLOTMENT  L  L  C-2248  SAFETY EQUIPMENT  C-2248  SAFETY EQUIPMENT  L  COUNTY SHERIFF  1,643.96	402-60-2244	MACHINERY MAINTENANCE/REPAIR	6,582.88	00.
-2286 OILS/DISTRIBUTION  -2286 SEROJECT  -2286 DISTRICT S VPD  -2219 STATE FIRE ALLOTWENT  L  DISTRICT 2 VPD  ASTATE FIRE ALLOTWENT  -2230 STATE FIRE ALLOTWENT  -2230 SAPETY EQUIPMENT  L  COUNTY SHERIFF  1,643.96	***************************************	CAP PROJECT	10,242.15	00.
SB PROJECT   300.11	402-62-2286	OILS/DISTRIBUTION	10,242.15	00.
L DISTRICT 5 VPD 1,555.82  L DISTRICT 5 VPD 1,555.82  -2209	***************************************	рискинтеринентину расписати в при	300.11	00.
L  STATE FIRE ALLOTWENT  1,555.82  1,241.22  OFFICE SUPPLIES  STATE FIRE ALLOTWENT  1,241.22  OFFICE SUPPLIES  STATE FIRE ALLOTWENT  MEDICAL SUPPLIES  2230  SAFETY EQUIPMENT  L.E. PROTECTION FUND  1,643.96  1,643.96	402-63-2286	OILS/DISTRIBUTION	300.11	00.
2209			1,555.82	00.
1,241.22  2219 OFPICE SUPPLIES  2219 OFPICE SUPPLIES  2230 STATE FIRE ALLOTMENT  2248 SAPETY EQUIPMENT  2.248 L.E. PROTECTION FUND  1,643.96  COUNTY SHERIFF  1,643.96	**DEPT	STATE FIRE ALLOTMENT	1,555.82	00.
2230 OFFICE SUPPLIES  2230 STATE FIRE ALLOTMENT  2248 B2.11  SAPETY EQUIPMENT  1,643.96  COUNTY SHERIFF  1,643.96	405-91-2209	HEATING/GAS/PROPANE	1,241.22	00.
2230 STATE FIRE ALLOTWENT 627.04 MEDICAL SUPPLIES 2248 SAFETY EQUIPMENT 1,643.96 COUNTY SHERIFF	405-91-2219		314.60	00.
30 MEDICAL SUPPLIES 82.11 48 SAPETY EQUIPMENT L.E. PROTECTION FUND 1,643.96 COUNTY SHERIFF 1,643.96	andentations of the state of th	DISTRICT 2 VFD	627.04	00.
30 MEDICAL SUPPLIES 82.11 48 SAFETY EQUIPMENT	noncessation production and the same and ** DEPT	STATE FIRE ALLOTMENT	627.04	00.
1248  SAFETY EQUIPMENT  1,643.96  L.E. PROTECTION FUND  1,643.96  COUNTY SHERIFF	406-91-2230	MEDICAL SUPPLIES	82.11	00.
1,643.96  L.E. PROTECTION FUND  1,643.96  COUNTY SHERIFF	Ω		544.93	00.
COUNTY SHERIFF	**TOTAL		1,643.96	00.
	**DEPT	COUNTY SHERIFF	1,643.96	00.

INVOICE LISTING OCTOBER 31 2016	DEBITS
DISTRIBUTION	
11:05:09	
Date: 11/03/16 11:05:0	

00.	00.	00.	00.	000.	.00	. 00.	00,	.00	00.	00.	00.	00.	ll a	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.
1,643.96	2,335.55	2,335.55 718.36 1,617.19	695.47	695.47 76.78 618.69	1,356.10	1,146.10	210.00	1,606.33	1,606.33	468.23	55.00	987.30 55.00		566.12	566.12	13.13	27.99	148.23	148.23 148.23	42.77	42.77 42.77	190.00	190.00	33,119.66 33,119.66
FIELD SUPPLIES	COUNTY FAIR	COUNTY FAIR ELECTRICITY GROUNDS MAINTENANCE/IMPROVEMENTS	FIRE DEPARTMENT ADMIN	STATE FIRE ALLOTMENT VEHICLE FUEL OFFICE SUPPLIES	JAIL FUND	COMMUNITY MONITORING PROFESSIONAL SERVICES	TRANSPORTATION OF PRISONERS VEHICLE MAINTENANCE/REPAIR	PROPERTY VALUATION FUND	COUNTY ASSESSOR	VERICLE FUEL MAINTENANCE CONTRACTS	MILEAGE/PER DIEM	EQUIPMENT MAINTENANCE/REPAIR TRAINING		CLERK'S BQUIPMENT FUND	COUNTY CLERK	MAINTENANCE CONTRACTS	TRAINING VOTING MACHINE STORAGE	RURAL ADDRESSING	RURAL ADDRESSING MAINTENANCE CONTRACTS	P&Z COURT FEES	PLANNING & ZONING VEHICLE FUEL	DOMESTIC VIOLENCE GRANT	DV GRANT FY16 TRAINING	WELLS FARGO ** BANK TOTALS **
	**TOTAL	**DEPT 412-53-2208	**TOTAL	**DEPT **DEPT 413-91-2202 413-91-2219	TYLOLX *			11 11 11 11 11	**DEPT	610-40-2202	610-40-2205	610-40-2218			1	612-20-2203	612-20-2266 612-20-2308	11 11 11	**DBPT 675-07-2203	======================================	**DEPT 685-08-2202		14 15 16 18	BANKOI



### \*Public Hearing:

### NOTICE OF MEETING AND INTENT TO ADOPT ORDINANCE

The Board of County Commissioners will hold the public hearing concerning, and will consider for adoption, an ordinance relating to the County's General Obligation Bonds, Series 2016. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 205 Ninth Street, Estancia, New Mexico 87016.

### The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000), PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PLEDGE AND PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER THEREOF PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 4-37-7 NMSA 1978.

- a) Bond Purchase Agreement for the County's General Obligation Bonds, Series 2016
- b) Torrance County Ordinance

### STATE OF NEW MEXICO TORRANCE COUNTY ORDINANCE NO.

AUTHORIZING THE ISSUANCE OF THE TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000), PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PLEDGE AND PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER THEREOF PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at a general obligation bond election duly called and held for Torrance County, New Mexico, (the "County") on the 16<sup>th</sup> day of August, 2016, the electors of the County authorized the Board of County Commissioners (the "Board") to contract bonded indebtedness on behalf of the County and upon the credit thereof by issuing general obligation bonds of the County to secure funds for the following purposes (the "Project") in the following amounts:

<u>Purposes</u> :	Amount Authorized <u>At Election</u>	Amount Previously <u>Issued</u>	Amount To Be <u>Issued</u>
Constructing, equipping, erecting and acquiring emergency communication equipment and towers for County law enforcement, fire protection and emergency medical responders.	\$1,400,000	-0-	\$1,400,000
Constructing and repairing public roads and purchasing capital equipment for such projects.	\$1,000,000	-0-	\$1,000,000

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interest of the County and the inhabitants thereof that the \$2,400,000 general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Board has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority; and

WHEREAS, the Board has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Board and the officers of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO AS FOLLOWS:

Section 1. All actions heretofore taken by the Board and the officers and employees of the County directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$2,400,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Chair of the Board is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

### Section 2.

A. In order to provide funds for the Project, the Board, on behalf of the County and upon the full faith and credit thereof, shall issue the County's general obligation bonds maturing and bearing interest as follows:

Amounts	Years Maturing	Interest Rate
Maturing	<u>(August 1)</u> 2017	( <u>Per Annum</u> ) 1.04182%
\$345,000		1.19182%
335,000	2018	******
335,000	2019	1.32182%
340,000	2020	1.43182%
95,000	2021	1.55182%
95,000	2022	1.67182%
95,000	2023	1.85182%
95,000	2024	2.00182%
95,000	2025	2.14182%
95,000	2026	2.22182%
95,000	2027	2.27000%
95,000	2028	2.52000%
95,000	2029	2.72000%

40,000	2030	2.85000%
55,000	2030	0.10000%
95,000	2031	0.10000%

- B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on February 1, 2017, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.
- C. The Bonds maturing on and after August 1, 2027 are callable on and after December 16, 2026, or on any date thereafter, in whole or in part, at the option of the Governmental Unit at par plus accrued interest, if any, to the date of redemption.
- The principal of and interest on the Bonds due at maturity shall be D. payable to the registered owner thereof as shown on the registration books kept by BOKF, NA as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of The Special Record Date shall be fixed by the any such overdue interest. Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day

preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

- Notice of redemption of the Bonds will be given by the E. Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The County shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.
- Section 3. The Bonds shall constitute the general obligation debt of the County, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the County shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.
- Section 4. The Bonds shall bear the facsimile or manual signature of the Chairman of the Board and shall be attested by the facsimile or manual signature of the County Clerk and shall bear the facsimile or original seal of the County. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the County, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures

appear on the Bonds shall have ceased to fill their respective offices. The Chairman of the Board and County Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Chairman of the Board and County Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Chairman of the Board and County Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

#### Section 5.

Books for the registration and transfer of the Bonds shall be kept Α. by the Registrar/Paying Agent, which is hereby appointed by the County as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

- B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.
- C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.
- D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.
- E. The officers of the County are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.
- F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the County.
- G. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the depository, registered in the name of the depository or its nominee. Principal, premium, if any, and interest will be paid to the depository or its nominee as the

registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the depository, (ii) the depository determines to discontinue providing its services with respect to the Bonds or (iii) the County determines that a continuation of the system of book-entry transfers through the depository ceases to be beneficial to the County or the Beneficial Owners, the County will either identify another depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the County shall mail an appropriate notice to the depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Authorized Officers of the County are authorized to sign agreements with the depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this ordinance, so long as all of the Bonds are registered in the name of the depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent or the County to the depository as provided in this ordinance and by the depository to its Participants or Indirect Participants and to the Beneficial Owners of the Bonds.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the County shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the County may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

#### [Form of Bond]

REGISTERED	REGISTERED
NO. R-	\$

#### UNITED STATES OF AMERICA STATE OF NEW MEXICO TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS SERIES 2016

Registered Owner:			100
Principal Amount:			DOLLARS
Interest Rate	Maturity Date	Series Date	
% per annum	August 1,	December 16, 2016	

The Board of County Commissioners (the "Board") of Torrance County, New Mexico (the "County"), on the faith, credit and behalf of the County, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2017, and thereafter on August 1 and February 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such

Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$2,400,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by Torrance County, New Mexico, for the purposes of providing funds to (i) construct, equip, erect and acquire emergency communication equipment and towers for County law enforcement, fire protection and emergency medical responders, (ii) construct and repair public roads and purchase capital equipment for such projects and (iii) to pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 4-49-1 through 4-49-21 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Board duly adopted on November 9, 2016 (the "Bond Ordinance").

The Bonds maturing on and after August 1, 2027 are callable on and after December 16, 2026, or on any date thereafter, in whole or in part, at the option of the Governmental Unit at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The County shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption

date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the County for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the

conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the County is hereby irrevocably pledged. The Board of County Commissioners has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the County in the issuance of this bond; that the total indebtedness of the County, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Board of County Commissioners of Torrance County, New Mexico, constituting the governing board of the County, has caused the seal of the County to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Chairman of the Board of County Commissioners and subscribed and attested with the facsimile or manual signature of the County Clerk, all as of the Series Date.

TORRANCE COUNTY, NEW MEXICO

Chairman, Board of County Commissioners Torrance County, New Mexico

[County Seal]

ATTEST:

Ву
County Clerk Torrance County, New Mexico
[Form of Certificate of Authentication]
CERTIFICATE OF AUTHENTICATION
This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.
Date of Authentication and Registration: December, 2016
BOKF, NA
By
Authorized Officer
[End of Form of Certificate of Authentication]
[Form of Assignment]
ASSIGNMENT
For value received, the undersigned sells, assigns and transfers unto whose social security or tax identification number is the within bond and irrevocably constitutes and appoints attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.
Dated:
Signature Guaranteed:
NOTE: The assignor's signature to this assignment must correspond with the name as i appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.
[End of Form of Assignment]
[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) construct, equip, erect and acquire emergency communication equipment and towers for County law enforcement, fire protection and emergency medical responders, (ii) construct and repair public roads and purchase capital equipment for such projects and (iii) to pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the County, or any of its officers, of any of the funds derived from the sale thereof.

There shall be levied on all taxable property within the County, at Section 10. the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Board, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. The taxes, when collected, shall be kept by the County in the County's interest and sinking fund for the County's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the County's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the County and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the County, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Chairman of the Board of County Commissioners, County Manager, County Clerk and other officers of the County be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the New Mexico Finance Authority relating to the signing of the Bonds, the tenure and identity of County officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12. The County covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman of the Board, County Clerk, County Manager and any other officer of the County having responsibility for the issuance of the Bonds shall give an appropriate certificate of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The County covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Chairman of the Board of County Commissioners and County Clerk and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Any Bond and the interest thereon shall be deemed to be paid, Section 13. retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the County with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the County, also be invested in Government Obligations, maturing in

the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the County for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board of County Commissioners and the County hereby covenant to the purchasers and the holders of the Bonds from time to time that the County will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this ordinance shall constitute a contract between the County and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 16. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 17. The following notice shall be published one time in a newspaper having general circulation in the County as soon as is practicable following the adoption hereof and this ordinance shall be effective five days after such publication as provided by law.

#### [Form of Notice]

#### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Torrance County, New Mexico, did on the 9<sup>th</sup> day of November, 2016, adopt an ordinance entitled:

AUTHORIZING THE ISSUANCE OF THE TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000), PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PLEDGE AND PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER THEREOF PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the Torrance County, New Mexico, General Obligation Bonds in the aggregate principal amount of \$2,400,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the Torrance County Clerk, 205 Ninth Street, Estancia, New Mexico 87016. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

#### [End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

2016.	PASSED,	APPROVED	AND	ADOPTEI	THIS	9 <sup>th</sup>	DAY	OF	NOV.	EMBER,
					RD OF ( ANCE					IONERS XICO
				LeRoy	Cande	laria,	, Chair	man		
ATTE	ST:			James	"Jim" I	Frost	, Mem	ber	- <del> </del>	
Linda,	Jaramillo,	County Clerk		Julia I	DuCharr	ne, N	/lembe	er		

Y:\dox\client\71675\0113\GENERAL\W2811918.DOC

# \$2,400,000 TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS SERIES 2016 BOND PURCHASE AGREEMENT November 9, 2016

Chairman, Board of Commissioners Torrance County, New Mexico Estancia, New Mexico

The New Mexico Finance Authority (the "Purchaser") enters into this Bond Purchase Agreement (the "Agreement") with Torrance County, New Mexico (the "County") to purchase the Torrance County, New Mexico General Obligation Bonds, Series 2016 in the aggregate principal amount of \$2,400,000 (the "Bonds"). The Bonds are issued pursuant to Sections 4-49-1 through 4-49-21, Sections 6-15-1 through 6-15-22, NMSA 1978, as amended (collectively referred to hereafter as, the "Act"), and the Ordinance of the Board of County Commissioners of the County (the "Board") adopted on November 9, 2016 (the "Ordinance") authorizing the sale of the Bonds in the total principal amount of \$2,400,000 (the "Purchase Price"). Capitalized terms in this Agreement (including Exhibits) shall have the same definitions as set forth in the Ordinance, unless the term is defined herein or the context used clearly requires otherwise.

#### 1. Purchase, Sale and Delivery of the Bonds.

- A. On the basis of the representations, warranties, covenants and agreements contained in this Agreement, the Ordinance and the Bonds, and subject to the terms and conditions set forth herein and therein, the County agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the County, the Bonds for the Purchase Price as set forth in the form of Delivery, Deposit and Cross-Receipt Certificate attached as <a href="Exhibit A">Exhibit A</a> to this Agreement. The Bonds shall be in the principal amounts, mature on the dates, bear interest at the rates and have the terms set forth in the Ordinance.
- B. The date of delivery of and payment for the Bonds is referred to in subparagraph C below in this Agreement as the "Closing Date." The Bonds shall be delivered to the Purchaser in typewritten form on the Closing Date upon receipt of the Purchase Price by the County, and a copy of the Bonds shall be available for examination by the Purchaser prior to the Closing Date.
- C. The parties hereto understand and agree that the Closing Date will occur on or about December 16, 2016, or such other mutually agreeable date.
- D. Proceeds from the sale of the Bonds in amounts equal to the Purchase Price as set forth in the form of Delivery, Deposit and Cross-Receipt Certificate attached as <a href="Exhibit A">Exhibit A</a> to this Agreement shall be available to the County upon receipt of properly executed requisitions in substantially the same form attached to this Agreement as <a href="Exhibit B">Exhibit B</a>.

- E. As of the date of execution of this Agreement, the County is a disadvantaged qualified entity within the meaning of Section 8.B.(4)(b) of the Purchaser's Amended and Restated Rules and Regulations Governing the Public Project Revolving Fund Program with a median household income of \$34,720, which is less than eighty percent (80%) of the State of New Mexico (the "State") median household income of \$44,927.
- 2. <u>Representations, Warranties and Covenants of the County</u>. By the County's acceptance of this Agreement, the County hereby represents and warrants to, and agrees with, the Purchaser as follows:
- A. The County is a political subdivision of the State, duly organized and validly existing under the laws of the State;
- B. In connection with the issuance of the Bonds, the County has complied in all respects with the Constitution of the State and the laws of the State, including the Act;
- The County is authorized to issue the Bonds for the purpose of (i) C. constructing, equipping, erecting and acquiring emergency communication equipment and towers for County law enforcement, fire protection and emergency medical responders, (ii) constructing and repairing public roads and purchasing capital equipment for such projects and (iii) paying the costs of issuance of the Bonds (collectively, the "Project"). The County has the power to enter into the transactions contemplated by, and to carry out its obligations under, this Agreement and the Ordinance. The Chairman of the Board has duly executed the Ordinance, which is valid and enforceable against the County and which authorizes the execution and delivery of this Agreement and the execution, issuance, sale and delivery of the Bonds. At or prior to Closing, the County: (i) will have full legal right, power and authority to (A) perform its obligations under and comply with the provisions of the Ordinance and the Act, (B) issue, execute and deliver, and perform its obligations under the Bonds, and (C) carry out and consummate the transactions contemplated by and perform its obligations under this Agreement, and the documents delivered in connection with the Ordinance and the Act; and (ii) will have the full legal right, power and authority under the Act to execute and deliver this Agreement and to adopt the Ordinance;
- D. The Ordinance and this Agreement constitute legal, valid and binding agreements of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. The Bonds, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding general obligations of the County entitled to the benefits of the Ordinance and will be enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Ordinance will provide the legally valid and binding pledge of certain taxes it purports to create as set forth in the Ordinance;
- E. The proceeds of the Bonds will be deposited in certain funds and accounts created pursuant to the Ordinance and shall be used by the County only for (i) payment of costs

of the Project, (ii) to pay debt service on the Bonds and (iii) for payment of the County's costs of issuance of the Bonds. The distribution and use of the Bond proceeds will be in compliance with the provisions of the Ordinance;

- F. The proceeds of the Bonds will be expended within three (3) years of the Closing Date, unless a longer term is approved by Bond Counsel (as defined below) in writing. Upon completion of the Project, the County agrees to deliver a Certificate of Completion to the Purchaser and the Trustee (as defined below) substantially in the form attached as Exhibit C to this Agreement stating that, to the best of his or her knowledge, the Project has been completed by the County, and all costs have been paid;
- G. There is no litigation or proceeding pending or, to the knowledge of the undersigned, after due inquiry, threatened, in any way affecting the existence of the County, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance or this Agreement, or contesting the powers of the County or its authority with respect to the Bonds, the Ordinance or this Agreement;
- H. The issuance, sale and delivery of the Bonds, the execution and delivery of this Agreement and compliance with the obligations on the part of the County contained in this Agreement and in the Bonds do not materially conflict with or constitute a material breach or material default under any administrative regulation, judgment, decree, loan agreement, indenture, note, bond, Ordinance, agreement or other instrument to which the County is a party or to which the County, or any of its properties or other assets, is otherwise subject;
- I. Statements contained in any certificate of the County provided to the Purchaser pursuant to this Agreement or in connection with the delivery of the Bonds and delivered to the Purchaser shall be deemed representations and warranties by the County to the Purchaser;
- J. The County is not in default, and has not been in default, in the payment of principal of, premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, or interest;
- K. Since September 22, 2016, the County has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position of the County, whether or not arising from transactions in the ordinary course of business;
- L. At or prior to the Closing Date, except as may be required under the securities laws of the State, all approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to any of the actions to be taken by the County with respect to the Bonds prior to the Closing Date will have been obtained and will be in full force and effect;
- M. Upon issuance of the Bonds, the County shall file with the New Mexico Department of Finance and Administration a copy of the Ordinance, the agreement, if any, with

the Paying Agent/Registrar and the name, address, telephone number of the Paying Agent/Registrar; and

- N. The County agrees to provide continuing disclosure to the Purchaser, as the Purchaser may reasonably require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize debt service on the Bonds by issuance of bonds by the Purchaser pursuant to the Indenture, as defined below, and notification of any event reasonably deemed material by the Purchaser.
- O. The County agrees that neither this Agreement nor the Bonds will be amended without the prior written consent of the Purchaser, and, if the Bonds have been pledged under the Indenture (as defined below), without the prior written consent of the Trustee (as defined below) pursuant to the Indenture.
- 3. <u>Representations and Warranties of the Purchaser</u>. The Purchaser represents and warrants, and agrees with the County, as follows:
- A. The Purchaser represents and warrants that it is authorized to purchase the Bonds.
- B. In connection with the purchase of the Bonds, the Purchaser acknowledges that no offering document or prospectus has been prepared with respect to the sale of the Bonds to the Purchaser, and that the Purchaser is buying the Bonds in a private placement by the County to the Purchaser. The Purchaser has reviewed such information as it deems relevant in making its decision to purchase the Bonds.
- C. The Purchaser acknowledges that the Bonds will not be listed on any securities exchanges and that no trading market now exists in the Bonds, and none may exist in the future.
- D. The Purchaser is purchasing the Bonds for its own account (and not on behalf of another) and has no present intention of reselling the Bonds; however, the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Bonds at some future date determined by the Purchaser, but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Bonds and in compliance with the Securities Act of 1933, as amended, and as then in effect, the regulations promulgated thereunder and applicable state securities laws and regulations.
- E. The Purchaser intends to reimburse the Public Project Revolving Fund (as defined in the New Mexico Finance Authority Act, NMSA 1978, Section 6-21-1 *et seq.*) for the amount of the Bonds from the proceeds of tax-exempt bonds which the Purchaser expects to issue within eighteen (18) months of the Closing Date.
- 4. <u>Redemption</u>. The Bonds maturing on and after August 1, 2027 are callable on and after December 16, 2026, or on any date thereafter, in whole or in part, at the option of the County, with funds derived from any available and lawful source, and the County shall designate the amount that is to be redeemed, and if less than a whole maturity is to be redeemed, the

4

County shall direct the paying agent/registrar of the Bonds to call by lot Bonds, or portions thereof within such maturity, for redemption (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of par, plus accrued interest to the date fixed for prepayment or redemption

- 5. <u>Conditions of Closing</u>. The County's obligation to sell and the Purchaser's obligations under this Agreement to purchase and pay for the Bonds shall be subject to the following conditions:
- A. The County shall have performed its obligations and agreements to be performed under the Ordinance and this Agreement at or before the Closing Date, and the representations and warranties of the County contained in this Agreement shall be accurate as of the date of this Agreement and as of the Closing Date.
- B. This Agreement shall have been duly authorized and executed by the County and the Purchaser and shall be in full force and effect.
- C. As determined by the Purchaser in its sole discretion, reasonably exercised, there shall not have been any material adverse change since the date of this Agreement relating to the County, or its operations, or any material adverse change in the law affecting the validity or tax-exempt status of the Bonds.
- D. On the Closing Date, the Purchaser shall receive the following, each in a form satisfactory to the Purchaser:
- (1) Written opinions of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel") dated the Closing Date approving the legality and enforceability of the Bonds and regarding the tax-exempt status of the Bonds, addressed and delivered to the Purchaser;
- (2) A written opinion of Sutin, Thayer & Browne A Professional Corporation ("Purchaser's Counsel") that the Bonds may be pledged by the Purchaser as a loan or as securities pursuant to the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Purchaser and BOKF, NA (the "Trustee"), as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as amended and supplemented, by and between the Purchaser and the Trustee (collectively, the "Indenture"), as determined by the Purchaser pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture);
- (3) A certificate, dated the Closing Date, of an authorized officer of the County to the effect that each of the representations and warranties of the County set forth in this Agreement is true, accurate and complete as of the Closing Date;
- (4) A General Certificate dated the Closing Date of an authorized officer of the County;
- (5) A No-Litigation Certificate dated the Closing Date of an authorized officer of the County;

- (6) An executed IRS Form 8038-G Tax Exempt Governmental Obligations Return;
  - (7) A specimen Bond;
- (8) An executed Tax Certificate of the County with respect to the Bonds;
- (9) A Delivery, Deposit and Cross-Receipt Certificate, in substantially the form attached to this Agreement as <u>Exhibit A</u> or otherwise satisfactory to the Purchaser, providing for the deposit of the Purchase Price as provided in the Ordinance; and
- (10) Such additional certificates, opinions or other documents as Bond Counsel, Purchaser, or Purchaser's Counsel may reasonably require to evidence the satisfaction, as of the Closing Date, of the conditions then to be satisfied in connection with the transactions contemplated by the Ordinance and this Agreement.
- E. All matters relating to this Agreement, the Bonds, the sale of the Bonds to the Purchaser, the Ordinance and the consummation of the transactions contemplated by this Agreement and the Ordinance shall be mutually satisfactory to and approved by the County and the Purchaser.
- F. No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced with the purpose or effect of prohibiting the issuance or sale of the Bonds.

If the County is unable to satisfy the conditions to the obligations of the Purchaser contained in this Agreement, or if the obligations of the Purchaser are terminated for any reason permitted by this Agreement, this Agreement shall be terminated and neither the Purchaser nor the County shall have any further obligations under this Agreement. Payment by the Purchaser to the County of the Purchase Price shall be conclusive evidence that all of the conditions set forth in this section have been satisfied or waived by the Purchaser.

- 6. <u>The Purchaser's Right to Cancel</u>. The Purchaser shall have the right in its sole discretion, reasonably exercised, to cancel its obligations under this Agreement to purchase the Bonds by notifying the County in writing of its election to do so between the date hereof and the Closing Date, if any of the following events occur prior to the Closing:
- A. Legislation not yet introduced in the U.S. Congress shall be enacted or actively considered for enactment by the U.S. Congress, or recommended by the President of the United States of America to the U.S. Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration; a decision by a court of the United States of America or the United States Tax Court shall be rendered; or a ruling, regulation (proposed, temporary or final) or an official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall

be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Bonds;

- B. Any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated herewith or contemplated by the Ordinance and this Agreement and, in the judgment of the Purchaser, reasonably exercised, materially adversely affects the purchase of the Bonds by the Purchaser;
- C. Legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (1) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or (2) the Ordinance is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and then in effect;
- D. A stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the sale of the Bonds, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;
- E. There shall exist any fact or there shall occur any event which, in the reasonable judgment of the Purchaser, either (1) makes untrue or incorrect in any material respect any statement or information provided by the County to the Purchaser in connection with the sale of the Bonds by the County to the Purchaser or (2) is not reflected in statements or information provided by the County to the Purchaser in connection with the sale of the Bonds by the County to the Purchaser but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;
- F. There shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Purchaser, reasonably exercised, impractical or inadvisable to proceed with the purchase of the Bonds;
- G. Trading in the County's outstanding securities shall have been suspended by the SEC or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange;
- H. A banking moratorium shall have been declared either by Federal, New York or State authorities; or
- I. Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any

authority for or the validity of the Bonds, this Agreement, the Ordinance, the existence or powers of the County, or any of the transactions described herein.

- 7. Representations and Agreements to Survive Delivery. All representations, warranties, covenants and agreements of the County and the Purchaser set forth in this Agreement and any other document relating to the issuance of the Bonds shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the County or the Purchaser, and shall survive the delivery of the Bonds to the Purchaser.
- 8. <u>Payment of Expenses</u>. The Purchaser shall pay the fees, expenses and costs incurred by it, its counsel and its financial advisor relating to the preparation, issuance, delivery and sale of the Bonds. All other fees, expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the County.
- 9. <u>Parties in Interest</u>. This Agreement is solely for the benefit of the Purchaser and the County and their respective successors and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.
- 10. <u>Applicable Law; Nonassignability</u>. This Agreement shall be construed in accordance with the laws of the State of New Mexico. This Agreement may not be assigned by the County or the Purchaser.
- 11. <u>Notice</u>. Any notice or other communication to be given to the Purchaser under this Agreement may be given by mailing or delivering the same in writing to the New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and any notice or other communication to be given to the County under this Agreement may be given by delivering the same in writing to Torrance County, 205 Ninth Street, Estancia, New Mexico 87016, Attention: County Manager.
- 12. <u>Entire Agreement</u>. This Agreement, when accepted by the County in writing as heretofore specified, shall constitute the entire agreement among the County and the Purchaser and is made solely for the benefit of the Purchaser and the County, and no other person shall acquire or have any right hereunder or by virtue hereof.
- 13. <u>Amendments; Execution of Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement may not be effectively amended, changed, modified or altered without the written consent of all the parties hereto, and, if the Bonds have been pledged under the Indenture, without the prior written consent of the Trustee pursuant to the Indenture.

[Remainder of page intentionally left blank]

Please sign and return a duplicate original of this Agreement to the Purchaser. Upon your signing and delivering this Agreement, it will constitute a binding agreement.

	NEW MEXICO FINANCE AUTHORITY
	By:Robert P. Coalter, Chief Executive Officer
Accepted and confirmed as of November 9, 2016:	
TORRANCE COUNTY, NEW MEXICO BOARD OF COUNTY COMMISSIONERS	,
By:	

9

4041483\_2.DOC

#### EXHIBIT A

# FORM OF DELIVERY, DEPOSIT AND CROSS-RECEIPT CERTIFICATE \$2,400,000 TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS SERIES 2016

STATE OF NEW MEXICO	) ) ss:	DELIVERY, DEPOSIT AND
TORRANCE COUNTY	)	CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman of the Governing Body of Torrance County, New Mexico (the "County"):

- 1. On the date of this Certificate, the County executed and delivered, or caused to be delivered, its \$2,400,000 Torrance County, New Mexico General Obligation Bonds, Series 2016 (the "Bonds") to the New Mexico Finance Authority (the "Finance Authority"), the purchaser of the Bonds, as authorized by the County's authorizing Ordinance adopted on November 9, 2016 (the "Ordinance") relating to the issuance, sale and delivery of the Bonds. Certain amounts relating to the Bonds in the amount of \$2,400,000, being the full purchase price therefore, are being deposited as set forth below, with the normal Finance Authority processing fee collected as an annual interest rate on the Bonds.
- 2. Such amounts relating to the Bonds will be placed in the funds and accounts created under the Indenture (as defined in the Bond Purchase Agreement), between the Finance Authority and BOKF, NA, as successor Trustee, and its successors and assigns, and all supplemental indentures thereto and used as set forth below and in the Ordinance:

	Program Account Deposit:	\$2,400,000.00
	Processing Fee paid to the Finance Authority:	0*
* Included	TOTAL: I in interest rate.	\$2,400,000.00

3. Moneys deposited to the Program Account, being the purchase price of the Bonds, will be made available to the County upon submittal of Requisitions to the Finance Authority in

the form attached to the Bond Purchase Agreement as  $\underline{\text{Exhibit B}}$  and will be used as set forth in the Ordinance and the Bond Purchase Agreement.

#### WITNESS our hands and seal this December 16, 2016.

# TORRANCE COUNTY, NEW MEXICO BOARD OF COUNTY COMMISSIONERS

	By:	
	Chairman	
(SEAL)		
Attest:		
Ву:		
County Clerk		

It is hereby certified by the undersigned, on behalf of the Finance Authority, the lawful purchaser of the Bonds, that on this day the Finance Authority received from Torrance County, New Mexico, its General Obligation Bonds, Series 2016, in the aggregate principal amount of \$2,400,000.

NEW MEXICO FINANCE AUTHORITY	NEW	MEXICO	FINANCE	AUTHORITY
------------------------------	-----	--------	---------	-----------

By:			
· J ·_	Robert P. Coalter.	Chief Executive Officer	

#### EXHIBIT B

#### FORM OF REQUISITION

### REQUISITION (PAYMENT OF PURCHASE PRICE)

RE:	\$2,400,000 Torrance County, New Mexico Finance Author	New Mexico, General Obligation Bonds, Series 2016 – ity Purchase Transaction
TO:	BOKF, NA c/o New Mexico Finance Aut 207 Shelby Street Santa Fe, New Mexico 8750 Attention: Accounting	
LOAN NO	O.: 3461-PP	CLOSING DATE: December 16, 2016
Mexico (		from the Program Account – Torrance County, New ies 2016, with regard to the above-referenced Bond
REQUISI	TION NUMBER:	
NAME A	ND ADDRESS OF PAYEE:	
AMOUN'	T OF REQUISITION:	\$
PURPOS	E OF REQUISITION:	
	isition of funds is for the purp Account – Torrance County, Nev	pose stated above and is a proper charge against the w Mexico.
All repredocument contained	ts remain true and correct and Te	Bond Purchase Agreement and the related closing orrance County is not in breach of any of the covenants

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Torrance County understands its obligation to complete the acquisition of the Project from other

legally available funds.

	TORRANCE COUNTY, NEW MEXICO
DATED:	Ву:
	Print Name and Title

#### EXHIBIT C

#### CERTIFICATE OF COMPLETION

RE:	\$2,400,000 Torrance County, New Mexico, General Obligation Bonds, Series 2016 - New Mexico Finance Authority Purchase Transaction					
то:	New Mexico Finance Authority 207 Shelby Street Santa Fe, New Mexico 87501 Attn: Accounting					
	Susen Ellis Assistant Vice President, Corpe BOKF, NA 100 Sun Avenue NE, Suite 500 Albuquerque, New Mexico 871	)	rust			
LOAN NO.	: 3461-PP	CLO	SING DATE: December 16, 2016			
best of his c and all costs certification	or her knowledge, that the finances have been paid as of the date of	ing of t f this Co ny righ	ase Agreement, the undersigned states, to the he Project has been completed by the County, ertificate. Notwithstanding the foregoing, this ts against third parties which exist at the date into being.			
Capitalized	terms used herein, are used as de	efined o	or used in the Bond Purchase Agreement.			
DATED:		Ву:	Authorized Officer of County			
		Title:	Print Name and Title			



Agenda Item No. 1



Agenda Item No. 2 PO Box 48 205 9<sup>th</sup> Street Estancia, NM 87016 (505) 544-4700 Main Line (505) 384-5294 Fax www.torrancecountynm.org



#### County Commission

Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley

Joy Ansley

Deputy County Manager

Annette Ortiz

## REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

This form must be returned to the County Manager's Office ONLY!

Deadline for inclusion of an item is <u>Wednesday, Noon</u> prior to the subsequent meeting.

All fields must be filled out for consideration.

Name: Leslie Olivas	Durchasing Department? Company / Organization Name
Today's Date:	
Telephone number/Extension: 4730	Fax Number: 384-5394 Would you like this Agenda Faxed to you? Yes No
Email Address:   bivasa +cnm. us	
Is this request for the next Commission meeting? YES NO	If no, date of Commission Meeting:
Brief explanation of business to be discussed:	
Award bid for IFB 2017-C	2-Fog Seal Oil
Is this a Resolution , Contract, Agreement, Grant Appl Has this been reviewed by Grant Committee? YES NO	ication, Other?  If yes, corresponding paperwork must be attached.
Has this been reviewed by the County Attorney? YES	NO
If this is a contract, MOU, or Joint Powers Agreement there must be a	signature line for the County Attorney on the original contract.
Has this been reviewed by the Finance Dept? YES NO No Impact Change in current fund Raise Budget (allow 45 days after Commission app Change in funds (allow 45 days after Commission Reduction Transfer funds (allow 45 days after Commission app	approval)
Other:	

Fog Seal Oil
Torrance County, New Mexico

Deadline: Opening:

Tuesday, November 1, 2016 Tuesday, November 1, 2016

2017-02 

3:00 p.m. 3:00 p.m.

# Bid Tabulation

	1.66825.49					
Bid Amount	(12,055+tax = (668					
Company Contact	Cabriel Matrier					
Company Address	SI 35 Am Fix , SF 8787	>				
Company Name	CM Emulsion LLC					

Witnesses:



Agenda Item No. 3 PO Box 48 205 9<sup>th</sup> Street Estancia, NM 87016 (505) 544-4700 Main Line (505) 384-5294 Fax www.torrancecountynm.org



#### **County Commission**

Annette Ortiz

Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager

## REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

This form must be returned to the County Manager's Office ONLY!

Deadline for inclusion of an item is <u>Wednesday, Noon</u> prior to the subsequent meeting. All fields must be filled out for consideration.

Name: Les le Olivus	Department/Company/Organization Name
Today's Date: 11 12016 Mailing Add	TESS: (Departments/employees of Torrance County need not include their address)
Telephone number/Extension: 4730	Fax Number: 364-5294  Would you like this Agenda Faxed to you? Yes No
Email Address:   b   vas@ tonm.us	<u> </u>
Is this request for the next Commission meeting? YES NO	If no, date of Commission Meeting:
Brief explanation of business to be discussed:	
Anad Bid for IFB 2017-03	- 57A Base Course
Is this a Resolution , Contract, Agreement, Grant Appl	ication, Other?
Has this been reviewed by Grant Committee? YES NO	If yes, corresponding paperwork must be attached.
Has this been reviewed by the County Attorney? YES	NO
If this is a contract, MOU, or Joint Powers Agreement there must be a	signature line for the County Attorney on the original contract.
Has this been reviewed by the Finance Dept? YES NO No Impact Change in current fund Raise Budget (allow 45 days after Commission approximately Change in funds (allow 45 days after Commission).	
Reduction Transfer funds (allow 45 days after Commission ap	
Other:	

STA Base Course

Torrance County, New Mexico

Deadline: Opening:

Tuesday, November 1, 2016 Tuesday, November 1, 2016

<u>m</u>

2017-03

3:00 p.m. 3:00 p.m.

### **Bid Tabulation**

2					
Amount   10.30   10.30					
Company Contact Deg Wallin					1 1
Company Address からx 750 Mexinも、いれ Sno35	6			Justin Chamb	
Nounce (Society Useducts	7			Witnesses:	



Agenda Item No. 4



### TORRANCE COUNTY

### RESOLUTION # 2016-Line Item Transfers

WHEREAS, County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget, and

**WHEREAS**, line item transfers within the same fund require authorization from the Torrance County Commission, and

WHEREAS, the attached line item transfers within the same fund are hereby authorized:

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission.

**DONE** at Estancia, New Mexico, Torrance County this 9th day of November 2016.

TORRANCE COUNTY COMMISSION

Attest:	James W. Frost, District 1
	Julia DuCharme, District 2
County Clerk	LeRoy M. Candelaria, District 3



## **Torrance County**

Resolution 2016-Line Item Transfer Schedule A

Tunding	ig Source:			רמד. סבמר	Transfer From:			F	Transfer To:		
Department	Source	0	tem	£	Description	1	Line Item	me	Description		Amount
Clerk	general fund	401 21	7	219	Office Supplies	401 2	21 2	226	Election Boards	ક્ક	3,000.00
Clerk	general fund	401 20	2	64		401 2	21 2	226	Election Boards	\$	2,500.00
Oer <del>k</del>	general fund	401 21	2	103	Part Time Salaries	401 2	21 2	226	Election Boards	မာ	3,500.00
Electronic Mon		420 73	7	218	Equipment Maintenance	420 7	73 2	272	Professional Srv.	ક્ર	1,200.00
DV Program	Domesstic Violenc	690 84	2	63	D	069	9 2	63	PERA Matching	မာ	2,539.00
DV Program	Domesstic Violenc	690 84	2	64		069	9 2	64	FICA Matching	ઝ	809.57
DV Program	Domesstic Violenc	690 84	7	67		069	9 2	29	RHC Matching	ᡐ	532.00
DV Program	Domesstic Violenc	069	7	103	ıries	069	9 2	103	Part Time Salaries	ঞ	10,254.29
DV Program	Domesstic Violenc	690 84	7	103	Part Time Salaries	3 069	84 2	106	Workers Comp Fee	क	10.00
DV Program	Domesstic Violenc	690 84	2	202	Vehicle Fuel	069	9 2	202	Vehicle Fuel	क	3,000.00
DV Program	Domesstic Violenc	690 84	7	205	Mileage/Per Diem	069	9 2	205	Mileage/Per Diem	ᡐ	2,000.00
DV Program	Domesstic Violenc	690 84	2	218	Equipment Maintenance/F	069	84 2	207	Telecommunictions	S	39.86
DV Program	Domesstic Violenc	690 84	2	218	Equipment Maint/Repair	069	9 2	218	Equipment Maint/Repair	ᡐ	2,960.14
DV Program	Domesstic Violenc	690 84	7	219		069		219	Office Supplies	ᡐ	1,305.00
DV Program	Domesstic Violenc	690 84	2	221	hing	069		221	Printing/Publishing	↔	1,000.00
DV Program	Domesstic Violenc	690 84	7	224	Educational Supplies	069	9 2	224	Educational Supplies	क	1,000.00
DV Program	Domesstic Violenc	690 84	2	258		069	9 2	258	Storage Rental	မှာ	1,000.00
DV Program	Domesstic Violenc	690 84	7	266	Training	069		266	Training	ᡐ	1,000.00
<b>DV Program</b>	Domesstic Violenc	690 84	2	272	Professional Services	069	9 2	272	Professional Services	မှာ	2,000.00
DV Program	Domesstic Violenc	690 84	2	284	Equipment Lease	069		284	Equipment Lease	မှ	600.00
Torrance Coun	CYFD Home Visitin	629 52	2	102	Full Time Salary	629	52 2	63	PERA Matching	ક્ક	559.51
Torrance Coun	CYFD Home Visitin	629 52	2	102	Full Time Salary		- 1	205	Mileage/Per Diem	ક્ર	7,862.00
Torrance Coun	CYFD Home Visitin	629 52	2	102	Full Time Salary	629	52 2	207	Telecommunications	မ	1,060.00
Torrance Coun	CYFD Home Visitin	629 52	.2	102	Full Time Salary	629	52 2	218	Equip. Maint./Repair	မှ	1,191.29
Torrance Coun	CYFD Home Visitin	629 52	2	219	Office Supplies	629	52 2	218	Equip. Maint./Repair	↔	308.64
Torrance Coun	CYFD Home Visitin	629 52	2	219	Office Supplies	629	52 2	258	Storage Rental	ઝ	507.50
Torrance Coun	CYFD Home Visitin	629 52	7	224	pplies	629	52 2	269	Affiliation Fee	ક્ર	450.00
Torrance Coun	CYFD Home Visitin	629 52	7	266	Training	629	52 2	269	Affiliation Fee	မှ	1,000.00
Torrance Coun	CYFD Home Visitin	629 52	2	221	Printing/Publishing Advert	629	52 2	269	Affiliation Fee	क	800.00
TC Dispatch	E911	911 80	7	241	Comm Main/Repair	911	80 2	618	C/O Vehicles	S	673.00
Fire Admin (41	Fire Dept. Admin.	413 91	2	248	Safety Equipment	413	91 2	219	Office Supplies	ક	1,000.00

1,950.00	639.00	2,000.00	20,554.00	3,000.00	3,000.00																		86,804.80
ઝ	↔				क								XXX MAX.										\$
Professional Svcs	Office Supplies	Office Supplies	C/O Vehicles	C/O Vehicles	C/O Vehicles																		
272	219	219	218	218	218																		
92 2	92 2	1	91 2		91 2																		
411	411 9			405	405																		
Safety Equipment	Safety Equipment	Safety Equipment	Safety Equipment	Uniforms	Printing/Publishing Advert																		TOTAL
			248		221																		
1			2																				
1	411 92	ļ.	405 91		405 91																		
Fire Admin (41 Fire Pool 1/4 % GF 411	Fire Admin (41 Fire Pool 1/4 % GF 411	District 2 VFD	VFD																				
Fire Admin (41	Fire Admin (41	District 2 VFD	District 5 VFD	District 5 VFD	District 5 VFD																		



## Fire Admin (413)

Requesting Department:

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Transl	Transfer To:	\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
413-91-2248	Safrty Equipment	413.91-2219	Office Supplies	4 (010 .00
				-
			•	
		•		
				,
Reason for Transfer:	r Kaspersky A	Indivirus Microsoff Office for 1		onahbanks to

10.19.16

Date



# TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

CLERK

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Trans	Transfer To:	<del>S</del>
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-21-2219	Office Supplies	401–21–2226	Election Boards	3,000,00
401-20-2064	PERA Matching	401-21-2226	Election Boards	2,500.00
401-21-2103	Part Time Salaries	401–21–2226	三岳王ection Boards	3,500.00
Reason for Transfer:	nsfer:			
Will need mor	Will need more money for Election Day Precinct Workers	cinct Workers		
	This has a second			1 /
, , ,	The same of the sa			



# TORRANCE COUNTY Line Item Transfer Form

1
artme
esting
Redue

Electronic Monitoring

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	EGI	Transfer To:	S.
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
420-73-2218	Equipment Maintenance	420-73-2272	Professional Srv.	\$ 1,200.00
				/
Reason for Transfer: Drug tests need to be	<b>Reason for Transfer:</b> Drug tests need to be ordered and there is not enough monies in the line-item Professional Services to cover this expense and	nough monies in the line	-item Professional Service	ss to cover this expense and
	7			
			0	9100-ro-01

Signature

Date

Picture.

### **TORRANCE COUNTY Line Item Transfer Form**

Requesting De	epartment:		DV Program		
My department	hereby requests that the follow	ving line item transfer(s) b	e made to the budget:		
	Transfer From:	Trai	nsfer To:		\$
Line Item	Line Item	Line Item	Line Item	Aı	mount of
Number	Description	Number	Description	1	ransfer
690-84-2063	PERA Matching	690-09-2063	PERA Matching	\$	2,539.00
690-84-2064	FICA Matching	690-09-2064	FICA Matching	\$	809.57
690-84-2067	RHC Matching	690-09-2067	RHC Matching	\$	532.00
690-84-2103	Part Time Salaries	690-09-2103	Part Time Salaries	\$	10,254.29
690-84-2103	Part Time Salaries	690-84-2106	Worker's Comp Fee	\$	10.00
690-84-2202	Vehicle Fuel	690-09-2202	Vehicle Fuel	\$	3,000.00
690-84-2205	Mileage/Per Diem	690-09-2205	Mileage/Per Diem	\$	2,000.00
690-84-2218	Equipment Maint/Repair	690-84-2207	Telecommunictions	\$	39.86
690-84-2218	Equipment Maint/Repair	690-09-2218	Equipment Maint/Rep	\$	2,960.14
690-84-2219	Office Supplies	690-09-2219	Office Supplies	\$	1,305.00
690-84-2221	Printing/Publishing	690-09-2221	Printing/Publishing	\$	1,000.00
690-84-2224	Eductional Supplies	690-09-2224	Eductional Supplies	\$	1,000.00
690-84-2258	Storage Rental	690-09-2258	Storage Rental	\$	1,000.00
690-84-2266	Training	690-09-2266	Training	\$	1,000.00
690-84-2272	Professional Services	690-09-2272	Professional Services	\$	2,000.00
690-84-2284	Equipment Lease	690-09-2284	Equipment Lease	\$	600.00
Reason for Tra	ansfer:				
Separate the D	V contract from the Wind PILT	budget.			
^					
Runi	ayn. Martis	ne,		10/2	7/16
Signature		<del>\</del>		Date /	
J		0			Rev. 06/12



# TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

Torrance County Home Visiting Program

Nedacening peparameter	Jaimient	B101	contained octaining from the violenting friegramm	1 1 29 20 11
	Transfer From:	Transfer To:		₩
Line Item	Line Item	Line Item	Line Item	Amount of
Number	Description	Number	Description	Transfer
629-52-2102	Full Time Salary	629-52-2063	PERA Matching	\$ 559.51
629-52-2102	Full Time Salary	629-52-2205	Mileage/Per Diem	\$ 7,862.00
629-52-2102	Full Time Salary	629-52-2207	Telecommunications	\$ 1,060.00
629-52-2102	Full Time Salary	629-52-2218	Equip.Maint./Repair	\$ 1,191.29
629-52-2219	Office Supplies	629-52-2218	Equip.Maint./Repair	\$ 308.64
629-52-2219	Office Supplies	629-52-2258	Storage Rental	\$ 207.50
629-52-2224	Educational Supplies	629-52-2269	Affiliation Fee	\$ 450.00
629-52-2266	Training	629-52-2269	Affiliation Fee	1,000.00
629-52-2221	Printing Publishing Advertsing	ng  629-52-2269	Affiliation Fee	\$ 800.00
Baseon for Tranefer				

Reason for Transfer:

We were short \$1,722.43 for PERA. \$1,162.92 will come from the Wind Pilt, and \$559.51 will come from Full-Time Salary

We need at least \$10,000 total for mileage to travel to Homes this year. (Last FY we used \$10,326.57 to provide services to an avg. of 30 families.)

Ne were short \$7,862.00.

services and just leave the 4 cell phones for HV. We had unexpected bills from Century Link for a total of \$80.79 for a fax line that had not been in use and this fax line has been cancelled. We have paid bill from Lobo Internet for TCPO Domain Name Renewal for \$25.85 I was not aware we had to pay. emplyees, and approximately \$216.00 for 2 desk phones for HVs for the service for July, Aug., Sept. & Oct. HV Program has requested to cut these 3. It will cost approximately \$1488.00 for 4 cell phone for 4 HV emplyees. We will be paying approximately \$248.00 for the 2 cell phones of 2 former We are short \$1,060.00.

4. HV program has paid \$ \$182.50 for 2 storage units that we shared with the domestic violence program. TCPO has cleared out one unit, and 90% of the other unit which the county will now take over. HV shares one storage unit in Estancia with DWI program and \$325 is owed on it for this FY

We had \$0 in this line item. We need \$507.50.

5. I had calculated needing a total of \$1800 for the current copier and copies (Equip.Maint./Repair), but I was informed on 10/12/2016 that HV will have to pay for half the fee to return a copier that TCPO was not aware had not been returned. The balance is \$851.96 for rent plus shipping fee of \$473.00.

5. We have no training fees this year, but we will need \$2,500.00 to pay for Parents As Teachers Curriculum use and affiliation annual fee. here will probably be a late fee, as well. The domestic violence program will pay the other half. We are short \$1,499.93.

We had \$0 in this line item. We need \$2,250.00.

Entha apinesa-moore

10/17/2016

Date



# TORRANCE COUNTY Line Item Transfer Form

* *
¥
<u></u>
$\mathbf{z}$
ב
Ŧ
<u>~</u>
ö
<u>~</u>
ă
ă
g
_
g
ing l
ing l
ing l
ing l
uesting l
uesting l

12 Dispatest

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Transfer To:	er To:	€
Line Item Number	Line Item Description	Line Item Number	Line Item , Description	Amount of Transfer
11/2021/12	Comm Main/ Resource	3118-08-116	40 Hehialies	1048,8
Reason for Transfer:	ısfer:			
	0, 11, 1,1,0			
1000	12th Outputhing	12090 1210K	WITH DATELY	4 Wellstunge



int:
artme
1 Dep
uesting
Red

FIRE ADMIN (411)

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Transfer To:	er To:	\$
Line Item	Line Item	Line Item	Line Item	Amount of
Number	Description	Number	Description	Transfer
411-92-2248	SAFETY EQUIPMENT	411-92-2272	PROFESSIONAL SVCS	\$ 1,950.00
411-92-2248	SAFETY EQUIPMENT	411-92-2219	OFFICE SUPPLIES	\$ 639.00
Reason for Transfer:	Reason for Transfer:	I ANI I SI IOIGVA OT TIVA	EMS TO BEIMBI ISSE	STATE ALLOTMENT

NEED IO IRANSPER FROM SAFEIT EQUIPMENT TO VARIOUS LINE

FOR SERVICES WHICH WERE NOT ALLOWABLE WITH STATE ALLOTMENT FUNDING.

Take Signature

10.17.2016

Date



int:
rtme
ebai
0
uesting
Red

District 2 VFD

My department hereby requests that the following line item transfer(s) be made to the budget:

•	Transfer From:	Transfer To:	er To:	\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
406-91-2248	Safety Equipment	406-91-2219	Office Supplies	\$ 2,000.00
		:		
Reason for Transfer: Purchase of a comput	<b>Reason for Transfer:</b> Purchase of a computer and printer for District 2 VFD to conduct county business.	VFD to conduct county bus	siness.	
	The state of the s			



## Requesting Department:

District 5 VFD

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Transfer To:	er To:	\$
Line Item	Line Item	Line Item	Line Item	Amount of
Number	Description	Number	Description	Transfer
405-91-2248	Safety Equipment	405-91-2218	C/O Vehicles	\$ 20,554.00
405-91-2236	Uniforms	405-91-2218	C/O Vehicles	\$ 3,000.00
405-91-2221	Printing/Publishing/Advertising	ing   405-91-2218	C/O Vehicles	\$ 3,000.00

Reason for Transfer:

The State Fire Marshal Division approved the purchase of a vehicle for TCFD 5 staff use to provide transportation to

and from trainings, certifications, etc.

10.12.16 Date

Signature



Agenda Item No. 5 PO Box 48 205 9<sup>th</sup> Street Estancia, NM 87016 (505) 544-4700 Main Line (505) 384-5294 Fax www.torrancecountynm.org



### **County Commission**

Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

### REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

This form must be returned to the County Manager's Office ONLY!

Deadline for inclusion of an item is <u>WEDNESDAY</u>, <u>NOON</u> prior to the subsequent meeting. All fields must be filled out for consideration.

Name: Hanna Sanchez First Last	Department/Company/Organization Name
Today's Date: \[ \lambda \cdot \lambda \lambda \lambda \lambda \dd \dd \dd \dd \dd \dd \dd \dd \dd \	Iress: POBOX 449 McIntosh NM 87032 (Departments/employees of Torrance County need not include their address)
Telephone number/Extension: 384-6025	Fax Number: Would you like this Agenda Faxed to you? Yes No
Email Address: hsanchez@torrancecountyfire.	<u>'or</u>
Is this request for the next Commission meeting YES NO	If no, date of Commission Meeting:
Brief explanation of business to be discussed:  Request payment on unvoices from	n prior fiscal years.
Is this a Resolution, Contract, Agreement, Grant Appl	ication, Other?
Has this been reviewed by Grant Committee? YES NO	If yes, corresponding paperwork must be attached.
Has this been reviewed by the County Attorney? YES	NO
If this is a contract, MOU, or Joint Powers Agreement there must be a	signature line for the County Attorney on the original contract.
Has this been reviewed by the Finance Dept? YES NO No Impact Change in current fund Raise Budget (allow 45 days after Commission app	
Change in funds (allow 45 days after Commission Reduction	
Transfer funds (allow 45 days after Commission ap	pproval)
Other:	

SOLD BY

AIRGAS USA, LLC 2929 VASSAR DR NE

ALBUQUERQUE NM 87107-1805

505-884-1450

**BILL TO** 

TORRANCE COUNTY PO BOX 30 MCINTOSH NM 87032-0030 CYLINDER RENTAL INVOICE

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947							
INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT			
12/31/2014 2296717 9923904276 01/30/2015 \$ 126.44							
PLEASE MARK YOUR METHOD OF PAYMENT							
Thook							
Check							
Credit Card							
Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.							
complete the information on the reverse side of this form.							
PLEASE MAKE CHECKS PAYABLE AND REMIT TO:							

գիհերմոկույթեկըիկիլի հիրդեկիլի հերև հեկի

Airgas USA, LLC PO BOX 676015 DALLAS TX 75267-6015

### 22967171992390427600000126446

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666
INVOICE NO. | SOLD TO NUMBER | SHIP TO | INVOICE DATE | RENTAL PURCHASE ORDER NO. | TERMS INVOICE NO. SOLD TO NUMBER 9923904276 2201579 12/31/2014 RENT NET 30 2296717 SUBJECT MATERIAL / DESCRIPTION **NET DAYS** RATE PRICE SHIP RETURN ADJ END BAL BEG BAL DOCUMENT / DATE TO RENT RRCYLMLG-OX - Rent Cyl Med Large Oxygen \$0.62/DAY \$38.44 T 0 CY-OX USP125 - CYL OXYGEN USP 125 0 0 6 CY-OX USP200 - CYL OXYGEN USP MEDICAL PURE 200 CGA n 2 RRCYLMXS-OX - Rent Cyl Med Xs Oxygen \$0.55/DAY \$68.20 T 12 CY-OX USPDA - CYL OXYGEN USP DA MED CGA 870 0 12 \$106.64 20 0 0 0 \_\_\_\_\_\_\_ Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale 11.53 Hazmat: Sales Tax: 8.27

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

\$ 126.44 **AMOUNT** 

FOR WIRE TRANSFER PAYMENTS

www.airgas.com Airgas USA, LLC PO Box 1152 Tulsa, OK 74101

SHIP TO: 2201579 **TORRANCE COUNTY DIST 3** FIRE DEPT 757 SALT MISSION TRAIL MCINTOSH NM 87032

Airgas USA, LLC Acct No 8606074174 PNC Bank, ABA No 031000053

AIRGAS USA, LLC SOLD BY

2929 VASSAR DR NE

ALBUQUERQUE NM 87107-1805

505-884-1450

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947 THIS AMOUNT 03/31/2015 2296717 9926107270 04/30/2015 \$ 121.80 AMOUNT ENCLOSED PLEASE MARK YOUR METHOD OF PAYMENT 4121.80 Check Credit Card Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form. PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

INDER RENTAL INVOICE

TORRANCE COUNTY **BILL TO** 

PO BOX 30 MCINTOSH NM 87032-0030 - դեմանդականիկիկիկիկիկին կրականակի

Airgas USA, LLC PO BOX 676015 DALLAS TX 75267-6015

### 22967171992610727000000121801

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666
INVOICE NO. | SOLD TO NUMBER | SHIP TO | INVOICE DATE | RENTAL PURCHASE ORDER NO. | TERMS 03/31/2015 RENT NET 30 9926107270 2296717 2201579 MATERIAL / DESCRIPTION SUBJECT **NET DAYS** RATE PRICE LEASES RETURN END BAL BEG BAL SHIP ADJ DOCUMENT / DATE RRCYLMLG-OX - Rent Cyl Med Large Oxygen \$0.62/DAY 8 0 0 8 8 CY-OX USP125 - CYL OXYGEN USP 125 6 CY-OX USP200 - CYL OXYGEN USP MEDICAL PURE 200 CGA 0 2 RRCYLMXS-OX - Rent Cyl Med Xs Oxygen \$0.55/DAY \$102.30 T 12 186 12 0 CY-OX USPDA - CYL OXYGEN USP DA MED CGA 870 0 12 12 \_\_\_\_ \$102.30 0 20 20 0 n \_\_\_\_\_ Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale 11.53 7.97 Hazmat: Sales Tax:

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT \$ 121.80

FOR WIRE TRANSFER PAYMENTS



www.airgas.com Airgas USA, LLC PO Box 1152 Tulsa, OK 74101

SHIP TO: 2201579 **TORRANCE COUNTY DIST 3** FIRE DEPT 757 SALT MISSION TRAIL MCINTOSH NM 87032

Acct No 8606074174 PNC Bank, ABA No 031000053

SOLD BY AIRGAS USA, LLC

2929 VASSAR DR NE ALBUQUERQUE NM 87107-1805

505-884-1450

BILL TO

TORRANGE COUNTY PO BOX 30 MCINTOSH NM 87032-0030 CYLINDER RENTAL INVOICE

NSKamarashmashmashmashiri (2)			gaganties with the strategic of	010 00F 001 <del>7</del>			
FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947							
INVOICE DATE PAYER INVOICE NO. DUE DATE PAY THIS AMOUNT							
INVOICE DATE         PAYER         INVOICE NO.         DUE DATE         PAY THIS AMOUNT           01/31/2015         2296717         9924655539         03/02/2015         \$ 121.80							
PLEASE MARK YOUR METHOD OF PAYMENT							
#121.80							
☐ Check ☐ Credit Card							
Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.							
PLEASE MAKE CHECKS PAYABLE AND REMIT TO:							

գլենրոնդիոյիներիկյայիների հայլույիներին կ

Airgas USA, LLC PO BOX 676015 DALLAS TX 75267-6015

### 22967171992465553900000121802

TO ENSURE PROPER CREDIT, PLEASE RETUR	N THE UPPER POR	TION WITH YOU	REMITTA	NCE. FOR (	QUESTIONS	ON YOUR	ACCOUNT PLEA	ASE CALL: 1-855-470-2	666
INVOICE NO. SOLD TO NUMBER	SHIP TO					E DATE   1 /2015		CHASE ORDER NO.	TERMS NET 30
9924655539 2296717 MATERIAL / DESCRIPTION DOCUMENT / DATE	2201579 BEG BAL SH	IP RETURN	ADJ	END BAL			NET DAYS	RATE	PRICE
RRCYLMLG-OX - Rent Cyl Me	d Large Oxy 8	rgen 0 0	0	8	8	0	0	\$0.62/DAY	
CY-OX USP125 - CYL OXY	GEN USP 125 6	0 0	0	6					
CY-OX USP200 - CYL OXY	GEN USP MED 2	OICAL PURI 0 0	200						
RRCYLMXS-OX - Rent Cyl Me	d Xs Oxygen 12	0 0	0	12	6	6	186	\$0.55/DAY	\$102.30 T
CY-OX USPDA - CYL OXYG	EN USP DA M 12	MED CGA 87	70 0	12					=======================================
	20	0 0	0	20					\$102.30
Airgas Hazmat Charge (H)	- see Itemi	zed Charç	ges on	revers	se or v	visit v	www.Airga	s.com/terms-o	f-sale
								Hazmat:	11.53

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT \$ 121.80
FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

Airgas USA, LLC

SHIP TO: 2201579 TORRANCE COUNTY DIST 3 FIRE DEPT 757 SALT MISSION TRAIL MCINTOSH NM 87032

Airgas USA, LLC Acct No 8606074174 PNC Bank, ABA No 031000053



SOLD BY AIRGAS USA, LLC

2929 VASSAR DR NE ALBUQUERQUE NM 87107-1805

505-884-1450

**BILL TO** 

TORRANCE COUNTY

MCINTOSH NM 87032

751 SALT MISSION TRL

CYLINDER RENTAL INVOICE

 INVOICE DATE
 PAYER
 INVOICE NO.
 DUE DATE
 PAY THIS AMOUNT

 04/30/2016
 2296717
 9936037981
 05/30/2016
 \$ 127.50

Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: airgas.com/onlinebillpay

We accept



### PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

դիժրժովույյներքերդինկիրիիհելիհնՈկորդի

Airgas USA, LLC PO BOX 676015 DALLAS TX 75267-6015

### 22967171993603798100000127509

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666
INVOICE NO. | SOLD TO NUMBER | SHIP TO | INVOICE DATE | RENTAL PURCHASE ORDER NO. TERMS INVOICE DATE INVOICE NO. | SOLD TO NUMBER 9936037981 2201579 04/30/2016 RENT NET 30 2296717 MATERIAL / DESCRIPTION SUBJECT PRICE **LEASES NET DAYS** RATE BEG BAL SHIP RETURN DOCUMENT / DATE RRCYLMLG-OX - Rent Cyl Med Large Oxygen 0 8 0 \$0.66/DAY CY-OX USP125 - CYL OXYGEN USP 125 0 0 6 CY-OX USP200 - CYL OXYGEN USP MEDICAL PURE 200 CGA 2 Ω n n RRCYLMXS-OX - Rent Cyl Med Xs Oxygen \$106.20 T 12 180 \$0.59/DAY CY-OX USPDA - CYL OXYGEN USP DA MED CGA 870 n 0 12 20 \$106,20 20 0

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

Hazmat: Sales Tax:

AMOUNT

12.75

\$ 127.50

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC Acct No 8606074174 PNC Bank, ABA No 031000053

Airgas USA, LLC PO Box 1152 Tulsa, OK 74101 SHIP TO: 2201579 TORRANCE COUNTY DIST 3 FIRE DEPT 757 SALT MISSION TRAIL MCINTOSH NM 87032

For change of address email to: cdiv.return.mail@airgas.com or call 855-470-2666

SOLD BY

AIRGAS USA, LLC 2929 VASSAR DR NE

ALBUQUERQUE NM 87107-1805

505-884-1450

BILL TO

TORRANCE COUNTY PO BOX 30 MCINTOSH NM 87032-0030 CYLINDER LEASE RENEWAL

FOR ADDRES	S CORRECTIO	NS, PLEASE FA	X NOTICE TO:	918-295-0947				
INVOICE DATE PAYER INVOICE NO. DUE DATE PAY THIS AMOUNT								
12/01/2014 2296717 9923178543 12/31/2014 \$319.13								
PLEASE MARK YOUR METHOD OF PAYMENT								
#319.13								
Check Credit Card								
Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.								
PLEASE MAKE CHECKS PAYABLE AND REMIT TO:								

վիներեկիներիկիլինկրիներինինիներույի

Airgas USA, LLC PO BOX 676015 DALLAS TX 75267-6015

22967171992317854300000319135

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD	TO NO.			TO NAME	
7023303007	9923178543	12/01/2014	229	6717		TORRAN	ICE COUNT	ΓΥ
	RELEASE	BRANCH		SHIP VIA		PAYMEN	IT TERMS	ORDER DAT
	e Renewal	C165				NE	T 30	10/31/201
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	иом	QTY B/O	CYLINDER SHP'D RET'D	UNIT PRICE	UOM	AMOUNT
023303007 LEASE CYL	LSECYLMLG MED LARGE OTHER WAL 01/01/2015	3	CL .5			92.40	YR	277.20 (H)
	Airgas Hazmat	Chg ML				Sale subt	otal:	277.20 21.05
rgas Hazmat	Charge (H) - see	Itemized Cha	rges or	n revers	e or vis	it www.Airgas	.com/term	ns-of-sale
						Sales	<b>Т</b> а <b>∨∙</b>	20.88

Airgas USA, LLC PO Box 1152 Tulsa, OK 74101

SHIP TO: 2201579 **TORRANCE COUNTY DIST 3** FIRE DEPT
757 SALT MISSION TRAIL MCINTOSH NM 87032

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC Acct No 8606074174 PNC Bank, ABA No 031000053



Agenda Item No. 6

### Pg. 12 of Recommendations

- Appoint Fire Department Administrator
- Appoint a Fire Department Operations Chief
- Select a minimum of two (2) Qualified Volunteers to perform the duties of Chief, relieving some of the burden of current Fire Chief.
- Evaluate and purchase a Records Management System for the department. As of today, the Fire Department has purchased Emergency Reporting to keep track of NFIRS, Inventory, Personnel and Hydrants, which is currently being set up for all departments use. This system will allow data share between municipalities and the county on an as per call basis.

### Pg. 15 of Recommendations

• Establish minimum job performance requirements for volunteers. (I.e. Donning SCBA Gear or 3 person crew on engine arriving and having a water flow within 120 seconds.

### Pg. 13 of Recommendations

 Standardize tools equipment and hose load on all fire apparatus. Work on standardizing all emblems, patches and insignia for all Torrance County Fire Departments.

Call Volume in 2012 in order of most active to least active for EMS and Fire

District 5 – 599 EMS	District 3 in 2012 – 435 and 438
District 5 in 2015 – 800	District 3 in 2015 - 1952
District 5 in 2012 - 1717	Total – Avg. 5.5 per day
Total – Avg. 4.5 per day	

District 2 – 435	District 4 - 234
District 2- 467	District 4 -128

District 1 - 17District 1 - 20

### Pay Per Call

Last spring the Commission approved to pay volunteers a stipend of \$10.00 per fire call and \$5.00 per EMS call. Since pay requests for Quarters 1 & 2 were less than anticipated and within the \$25,000.00 per quarter allotted amount, we are here requesting that the amounts be changed to \$15.00 per fire call and \$10.00 per EMS call. All district payout for Quarter 1 totaled \$9,675.00 leaving a balance of \$15,325.00. All district payout for Quarter 2 totaled \$9,525.00 leaving a balance of \$15,475.00. With this being said, we are also requesting to add three positions paid at \$750.00 per month, which were also under the recommendations brought forth to the Commission for approval. These positions would be as follows: EMS Coordinator, Operations Chief and Technical Rescue Coordinator

With these changes, the total per quarter for the additional positions will be \$6,750.00 totaling approximately \$17,780.00 to be paid per quarter for pay per calls. This will still leave a balance of approximately \$7,000.00 to \$8,000.00, depending on the call volume within three months.

Board made up of Volunteer District Chiefs to possibly vote on the Operations Chiefs with FMO Fire Chief as ultimate authority.

### Torrance County Fire Department Standard Operating Guidelines Volunteer Nominal Fee Program

### A. Purpose:

The purpose is to provide guidelines for the distribution of the Incentive Nominal Fee for volunteers within the Torrance County Fire Department.

### B. Standard:

In 2016 the Torrance County Commission approved funding for the "Volunteer Recruitment and Retention Nominal Fee Incentive" for TCFD Volunteer Firefighters and EMS Responders effective April 1, 2016. This is **Not** an hourly rate of pay or based on the member's productivity, but rather a nominal incentive fee paid to TCFD Volunteer First Responders for participation in department events, trainings, and response to Fire, EMS, and Public Assist incidents.

### C. Eligibility:

- 1. All TCFD volunteers must fill out an Incentive Program application indicating their membership status and understanding of the program. Participation in this program is voluntary and members may decline participation.
- 2. Participating members must fill out IRS forms W-9 and W-4 which will be provided by TCFD. No payments will be made without these forms correctly and completely filled out and on file.
- 3. An active member of the fire department who meets and is maintaining the requirements of an operational or administrative volunteer as set forth in the TCFD SOG's are eligible for the Nominal Fee Incentive Program. Volunteers must meet all requirements and in good standing.

### **D. Probationary Members:**

New recruits must satisfactorily complete a minimum of <u>6</u> months of the probationary period to be eligible for the nominal fee. All recruits must be in good standing and meet all the requirements of a probationary member as outlined in the TCFD SOG's. Any Formal/Required training completed during the new recruit's probationary period will be paid on successful completion of the overall probation period. All required documentation relating to the respective course must be submitted along with documentation of current membership and good standing from the Station Chief.

### E. License and Certification Courses\*

Active members are eligible for lump sum payments upon completion <u>and</u> License/Certification of the following courses:

Firefighter First Aid	(\$30)
First Responder	(\$70)
EMT- Basic	(\$200)
EMT- Intermediate	(\$250)
IFSAC Hazmat Operations	(\$50)
IFSAC Firefighter 1	(\$200)
Wildlife S-130, S-190, L-180	(\$50)
IFSAC Vehicle Extrication	(\$30)

The nominal fee is based on each 8 hour block of didactic and practical portions of the approved training with a (\$10) minimum up to (\$300) maximum per course completed. No nominal fee will be paid until the Active Duty Volunteer has submitted an approved course Licensure/Certificate.

- \*All courses must meet the following criteria:
  - 1. Is scheduled in advance.
  - 2. Has written outline with an objective.
  - 3. Is provided by an individual qualified at the level being taught or higher.
  - 4. Is approved by the governing agency.

### F. Required Training\*:

**DOT Certified Physical (must pass)** 

(\$10)

VFIS Certified Emergency Vehicle Operations Course

(\$20)

In District Apparatus Training.

(\$10)

Minimum of four hours per apparatus and a Certificate of proficiency issued by The Station Chief.

Class E License

(\$18)

This nominal fee is based on the current fee at the time of licensure as set forth by the NM Motor Vehicle Department for a 4 year license. This nominal fee will only be paid for the initial licensure.

CPR Certification/Recertification

(\$10)

The CPR course must be a course approved by the NM EMS Bureau.

FEMA NIMS Required Online Course

(\$20)

100, 200, 700 Nominal Fee is per course; Certificate of completion is required.

\*Required training is any course or class that must be completed to fulfill the Training necessary for the volunteer member to perform his/her assigned duties As set forth by the Governing Body of said activity.

### G. Nominal Fee for Per Call Response:

1. Fire



This includes Fire, Public Assist/Lift Assist, Extrication and any call that requires a Firefighter. The Firefighter must remain on scene until released by the Incident Commander.

2. EMS



To receive the nominal fee for an EMS call the responder must be licensed at or above the First Responder level with a current CPR card and a current Class E license. This applies to Responders even if they are not operating the vehicle/apparatus.

### H. Nominal Fee for Station Chiefs:

The nominal fee paid to each Station Chief is a monthly lump sum based on a Station's current ISO rating.

1.	ISO rating 8 or 9	(\$250)
2.	ISO rating 6 or 7	(\$500)
3.	ISO rating 5 or below	(\$750)

### Nominal Fee for appointed coordinators covering multiple districts.

1. EMS Coordinator (\$750)

2. Technical Rescue Coordinator (\$750)

3. Operations Chief (\$750)

To be eligible for the monthly lump sum payment Station Chiefs must meet the following requirements.

- 1. All required NFIRS and EMS run reports must be valid and current.
- 2. Minimum of 8 hours of station training per month.
- 3. Minimum of 1 Business meeting.
- 4. Fuel logs verified and submitted by the 10<sup>th</sup> of each month.
- 5. Other Station Chief duties required monthly by the TCFD SOG's and the Corresponding State\* and Federal\* requirements.

### I. Payment:

Eligible members must submit an approved Per Call Voucher monthly to the Station Chief. Pay Vouchers will be distributed by the Torrance County Fire Chief And any other forms are invalid and result in the forfeiture of pay for that Quarter. Copies of Certificate/License must be included. The fully completed Pay Vouchers, signed by the Volunteer and the Station Chief must be submitted by The 10th day following the end of the calendar quarter.

<sup>\*</sup>These requirements will be detailed by the TCFD County Fire Chiefs Office where applicable. Failure to complete any 1 of the mandatory requirements above will result in forfeiture of the respective month's lump sum payout.

### The Nominal Fee Payment is only in effect for the current calendar quarter and no retroactive pay will be issued for previous quarters.

The Calendar Quarter dates are as follows: July 1-September 30, October 1-December 31, January 1-March 31, April 1-June 30.



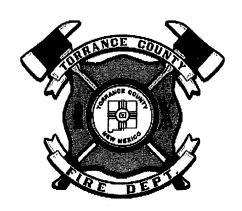
**Bayfield, Colorado 81122** 

### Reorganizational Framework And Quality Improvement Plan

Prepared For

Torrance County Fire Department

Estancia New Mexico



January 6, 2014

### **Table of Contents**

Executive SummaryPa	ge 1
Organizational BackgroundPa	ge <b>2</b> -3
Process and Procedures Used for Plan Development Page	ge 3- 4
Facilitated Meeting and SWOT Exercise Results Pa	ge 4 - 7
18-24 Month Reorganizational Plan, Goals, Objectives and Recommen	dations
Goal 1 – Improve Firefighter and First Responder Health and SafetyPa	ge 8 – 10
Goal 2 – Improve Service Delivery and Response to the Community Pa	ge 10 – 11
Goal 3 – Revise and Improve Organizational StructurePa	ge 11 – 13
Goal 4 – Develop and Improve Recruitment and Retention StrategiesPa	ge 14
Goal 5 – Improve Department Training ProgramPage    ProgramProgram	age 15 - 16
Goal 6 – Develop Additional Funding Sources for the Department Pa	ge 16 – 17
Performance Objective and TargetsPage	e 17 - 18
Closing CommentsPage	e 18
References and Supporting MaterialPage	e 18 – 19
Company Contact InformationPage	19

### **Executive Summary**

The Torrance County Fire Department (TCFD), like hundreds of fire agencies throughout the US, is experiencing a host of issues including but not limited to, funding, service delivery and the recruitment and retention of volunteers. These problems are compounded by the rural nature of the department and now as the organizations sees an increasing demand for service the problems are further exacerbated.

Almost a year ago a local television news station featured a segment about the fire department in which they questioned the ability of the agency to respond to calls and the low number of members currently available and trained to respond to calls. Events such as this will always raise public concern and impact an agency with a negative public perception.

NRG, LLC reached out to the TCFD shortly after the news report and offered services to work with the agency to address specific issues including recruitment and retention, service delivery, training and organizational structure. The results and recommendations would be published in a 12-18 month business plan. The scope of the plan has now been expanded as there have been a number of related issues that need to be addressed to achieve the desired level of safety and operational capabilities. The reorganization plan will now serve as a foundation for the next logical step, a long term strategic planning process.

The process included a review of organizational policy, records and facilitated discussions with a cross section of department members and the public. From that we collected opinion, insight, facts and data which have allowed us to formulate the framework and organizational road map for the TCFD.

Again, the issues facing the TCFD are not new. They are not just TCFD issues they are common throughout the State of New Mexico and across the country. Our plan will identify issues and concerns within 4 primary and prioritized categories with expanded detail into related but equally important issues that need to be addressed. Recommendations will then be made in the form of actionable items for the agency to address in the next 12-24 months.

We appreciate the opportunity to work with TCFD and Torrance County Administrative staff in the development of this plan and the recommendations contained within.

### **Organizational Background**

The Torrance County Fire Department was formed in 1999. It is the result of the consolidation of 5 separate small agencies spread throughout the very large 3600 square mile county. The TCFD provides fire protection including wildfire suppression, first responder emergency medical services (non-transport), vehicle accident/extrication response, hazardous materials, technical rescue and other emergency support services. In addition, TCFD also provides public education and other non emergency community support services as requested or required.

Current fire department administration and management is under the direction of the County Fire Marshal. Each fire district remains somewhat autonomous and retains their own Fire Chiefs, who currently are elected by members serving within that district. Assistant Chiefs and other officers are appointed by the respective Fire Chiefs. The Chiefs report to the County Fire Marshal.

Until this year calls for service were provided by approximately 80 volunteers who respond from 5 stations with 7 fire engines, 8 water tenders, 6 brush engines and 4 ambulances. In 2013 the department took over the Town Willard's fire department which has added a sixth district and additional responsibilities. This has been evolving during this consultation and a member of that organization has attended one of our facilitated workshops.

The combined budget for the 5 districts for fiscal year 2013 is \$413,743. The primary use of the budget is operations, maintenance and general purchases. The two paid personnel are funded by the Torrance County general fund. Currently the budget is maintained in five separate funds and has not been combined into a single overall fire department budget.

Call volume for the fire district has seen a steady rise over the three year period beginning January 1, 2010 through December 31, 2012. The following represents the overall call volume in total for the department and by busiest district.

### **Overall Call Volume**

- TCFD Total Fire and EMS Calls for 2012 was 1637. This reflects a 30.7% increase since 2010
- TCFD Total Fire Calls for 2012 was 743. This reflects a 12% increase since 2010
- TCFD Total EMS Calls for 2012 was 884. This reflects a 50% increase since 2012

### Call Volume by District in 2012 in Order of Most Active to Least Active

- District 5, 599 Calls for Fire and EMS Services
- District 3, 435 Calls for Fire and EMS Services
- District 2, 432 Calls for Fire and EMS Services
- District 4, 234 Calls for Fire and EMS Services
- District 1, 17 Calls for Fire and EMS Services

### **Average Calls Per Day, 2012**

Overall Average: 4.5 Calls Per Day \*
 Fire Related Average: 2.1 Calls Per Day
 EMS Related Average: 2.4 Calls Per Day

The TCFD responds to other calls for emergency service including hazardous materials, technical rescue and weather related incidents. We are not able to report or calculate those calls as those numbers were not provided as requested.

This call volume should be considered "significant" and difficult for an all volunteer agency to handle. The busiest three districts account for 89.5% of the total reported call volume and have an average of 4.1 calls per day of the 4.5 per day average. This number reflects the impact to volunteers who respond from those stations and will become focus for later discussion on staffing.

### **Process and Procedures used for Plan Development**

This process began in February 2013 after I reached out to County Administration. I met with the Fire Marshal and County Administrator. We discussed issues and concerns and brought forward four general categories which we agreed covered the significant areas of concern that needed to be addressed. We also agreed that additional concerns may be brought forward during the facilitated meetings with stakeholder groups and we have the flexibility to add to the categories as needed. The four general categories agreed on and presented to the stakeholder groups were:

<sup>\*</sup>Call volume can be more or less each day and seasonally more or less active.

- Development of Recruitment and Retention Strategies for Torrance County Fire Departments Current and Future Membership
- Develop Strategies for Funding Sources to Support Recruitment, Retention and improved service delivery
- Discuss and Develop Minimum Training Standards and Requirements for all levels of membership within the Torrance County Fire Department
- Discuss and evaluate current organizational structure as compared to best practices and national standards.

The final plan will address issues and make prioritized recommendations within each of the categories. Any first responder health and safety issue will be identified as an immediate priority followed by any barriers to service delivery. Subsequent priorities will focus on fire department best practices including proper documentation, operating procedures, training, addressing national consensus standards, organizational structure and staffing models including volunteer recruitment and retention.

When proposing changes to the degree that will be recommended in this plan it is imperative that broad based input and support is received from not only the membership but from the public. The stakeholder groups identified for this process were:

- Fire Department Officers
- Fire Department Firefighters
- General Public
- County Administration and Elected Officials

### **Facilitated Stakeholder Meetings and SWOT Exercise**

We conducted four facilitated meetings that included a power point presentation highlighting the 4 discussion categories. The meetings were intentionally designed to solicit input and open conversation from the stakeholder groups. Exercises were developed that required input from the attendees. A SWOT exercise was conducted with each group. Participants were asked to identify the STRENGTHS – WEAKNESSES – OPPORTUNITIES AND THREATS of the TCFD.

The following lists the combined input of the stakeholder groups. In some cases I have grouped input that is similar into a combined single statement:

#### **STRENGTHS**

- The Firefigher's and Responders
- Dedication and Willingness of the Responders
- Volunteer/Savings to the Community (Financial)
- Good Equipment and Facilities
- Esprit d' Corp of the Responders/Enthusiasm
- Participation in this Exercise (Business Plan)
- Training/Improved Training/Training Opportunities
- Fire Chiefs/Fire Marshal/Management
- Desire for Change
- Potential to be a good Fire Department
- Positive Interagency Relationships
- Able to overcome obstacles
- All Risk Response and Services

#### Weaknesses

- Lack of County Board Level Communication
- Lack of Community Support/Poor Public Perception
- Retention of Volunteers/Low Staffing/No Paid Personnel
- Equipment Limitations
- Organizational Structure
- Fairness Conflict of Interest Culture
- Public Specialized Services
- Training Opportunities
- Lack of Internal Communication/Getting Timely Information/Follow up
- Low Morale/Burned out/Lack of Pride
- Access to Stations
- Not Adhering to ICS (Incident Command System)
- Work Expectations/Accountability/Equality
- Communication with the Community/Press and Department Information
- No Pre-Planning or Pre-Identified Resources
- Lack of Commonality (Apparatus-Equipment)
- Internal/External Bickering
- Poor Leadership
- Misappropriated Equipment (Station Distribution)
- Poor Response of Membership

- Difficulty in Accessing Funds
- No Direction
- No Recognition (Awards/Banquets/Etc)
- · Accepted that there will be no change
- Dated Bylaws and Standard Operating Guidelines

#### **Opportunities**

- Become Professionals/Advancement/Careers/
- Employment Opportunities
- Develop Teamwork/Brotherhood
- Develop Sense of Pride/Excellence
- Specialized Training Opportunities/Cross Training/Better Training
- Unification of Department
- Positive Public Exposure
- This Process and Opportunity for Positive Change
- Develop a Cohesive Organization
- Re-Distribution of Equipment to where it is needed
- Develop Mid Level Leadership
- Positive Identity and Branding of the Fire Department
- Turn Weaknesses to Strengths
- Potential to have the Right Tools and Right People

#### **Threats**

- People who can't change/Resistance to Change
- Continued Bad Press/Continued Bad Public Perception
- Continued Decline in Membership/No Retention/Discouraged Membership
- Complacency/Complacent Behavior/Business as usual
- I don't care attitudes
- Lack/Loss of Funding
- Equipment Deficiencies
- Continued Lack of Communication
- Theft
- Safety of Volunteers due to lack of training and burnout
- Safety of the Public
- High Risk Incidents/Large Scale Incident (Ability to Handle them)

- Depth of Experience
- Slow EMS Response (Dist 4 Identified as long response times)
- Lack of County Level Leadership and Support

In addition to this exercise I also asked the membership and the public what services TCFD provided. As expected members of the organization identified over 20 services they provide while the community, including the attending elected officials, identified an average of 8 services that were provided by the agency. I prompted the community members to the additional services provided.

We did one additional exercise with the fire officers and firefighter groups. I asked what the Mission Statement of the organization is and where to find it. One person was able to find it embedded in a one line sentence in the Standard Operating Guidelines. No one else was aware a Mission Statement existed. We also discussed organizational values and what may be the organizational vision for TCFD may be with both groups. Excellent responses and ideas were brought forward. For the exercise we asked what values are important to you as a member of this organization. We then had the group prioritize the values.

There were 22 Value Statements collected. Of the 22 the following are the top 10 values that were rated important to the membership of the Torrance County Fire Department:

- 1. Safety Culture/Safety of Membership
- 2. Pride Excellence- Continuous Improvement
- 3. Commitment
- 4. Trust
- 5. Respect
- 6. Integrity
- 7. Teamwork
- 8. Work Ethics
- 9. Professionalism
- 10. Leadership

This information provides an excellent foundation for the department membership to build a revised Mission Statement and Organizational Values and will be a recommended outcome of this process. I believe the values listed reveal the memberships concerns as well as the desire for safety and improved service delivery culture.

#### Reorganizational Plan: Goals, Objectives and Recommendations 18-24 Month

The culmination of the input and information provided by the stakeholders group as well as fact finding done during our time spent with fire department administration has resulted in the following goals, objectives and recommendations. The overall goal is to aggressively address these recommendations over the course of the next 12 – 24 month period and have them fully implemented within that period of time.

It is our opinion, that not only are these goals achievable in the period of time, it is essential they are addressed in an effort to improve the health and safety of the members, provide an improved level of service to the community and operate the organization using recognized best management practices. It should not be assumed that all the recommendations will fall on the shoulders of the Fire Marshal. Organization of several steering committees will be essential and an important part of drawing on the strengths within the organization. It was clear to us there is some extraordinary talent within and that talent should be utilized

#### Goal Number 1: Improve Firefighter/Responder Health and Safety

Objective 1A – Provide annual SCBA mask fit testing for all members of the organization who are trained and required to perform work in IDLH environments

#### Recommendations

- Obtain Qualitative Fit Test Device and Perform Test on all members within 90 Days
- Document each members test as required and keep in centralized file location
- Perform Qualitative Fit Test on all new members prior to beginning recruit training
- Budget for and obtain a Quantitative testing device within the next 5 years. This can occur as part of an SCBA purchase

Objective 1B – Perform flow tests as required by OSHA and recommended by NFPA on all Self Contained Breathing Apparatus on an annual basis

- All SCBA should be flow tested by an outside contractor within the next 90 days
- All SCBA should be flow tested by an outside contractor on an annual basis
- We recommend that flow testing be conducted by a third party contractor
- Budget for the training of 1 -2 personnel as Level 1 SCBA repair technicians. No work should be done on SCBA without proper certification

Objective 1C – All personnel expected to wear SCBA and operate in hazardous environments should be provided with an annual medical evaluation. New recruits should have medical evaluation before participating in high intensity training programs. Based on national data and statistics, personal health related issues are the number 1 cause of firefighter fatalities

#### Recommendations

- Within the next two budget cycles, fire district budget should include funding for annual medical evaluations that meet NFPA Standard 1582. This could also be presented as a benefit for personnel. Estimated cost, \$300 \$400 per person
- All personnel in the organization to obtain medical evaluation within two years
- Any new members coming into the organization should be required to have a medical prior to beginning a training program
- Assemble a Health and Safety Committee (HSC) made up of a cross section of the agency membership
- Task the HSC to develop a plan to deal with members who are determined to have medical issues that could potentially remove them from active duty. The plan should include rehabilitation and/or alternative functions within the organization. This should be in policy form prior to implementation.

Objective 1D – All fire apparatus and other emergency response vehicles should have a comprehensive highway safety check performed. National data indicates responding to and returning from emergency calls is the second leading cause of firefighter fatalities

- All response vehicles should obtain a comprehensive, third party safety check in the next 90 days
- Any unit not found road worthy due to braking, steering or other critical value should be removed from service until repairs are made
- A schedule for a comprehensive safety check should be developed based on mileage, a significant event or annually

### Objective 1E – All structural and wildfire fire personal protective clothing to be inspected and the inspection documented

#### Recommendations

- All issued structural and wildfire PPE to be inspected within the next 90 days. This
  inspection should also serve as an issued gear/inventory control measure
- Significant damage beyond frayed pant hems and strings may require repair or replacement. Damage to PPE should be noted on department inspection form
- Manufacture date of all pieces of structural fire PPE will be determined and documented. All PPE should meet NFPA Standard 1971, 2007 or 2013 Edition
- Wildfire PPE should be inspected for condition and integrity. Future purchase of wildfire PPE should comply with NFPA Standard 1977, 2011 Edition
- Old or dated structural PPE can be utilized for training of new recruits thereby limiting damage to newer gear during high intensity non live fire training programs
- All inspection documents shall be centrally retained by fire department administration

#### Goal Number 2: Improve Service Delivery and Response to the Community

Objective 2A – Evaluate the distribution and location of apparatus and other equipment to match response and tactical priorities

- Assign a committee comprised primarily of agency fire officers to evaluate call volume and type of call per district. Evaluate each response apparatus and its capabilities and conduct a comparative analysis to determine which apparatus is best suited for a particular district.
- Evaluate data collected as part of this project and evaluate the busiest stations for improvements that would accommodate part or full time staffing which may include the addition of bunk rooms, bathrooms, showers and kitchens. In some cases portable/temporary structures may be the first best course of action. Consider the accommodation of a minimum of 4 personnel and be mindful of mixed gender facilities

#### Objective 2B - Evaluate Dispatch Protocol and Response Procedures

#### Recommendations

- Evaluate dispatch protocols to insure an adequate number of resources have been dispatched on the first alarm to any given incident. Requesting additional apparatus and resources based on a lack of response delays those resources. Several districts should be dispatched to any multi resource call in an effort to have people moving in advance of the need.
- During times of high fire danger such as Red Flag warning days, department should consider the dispatching of units from multiple or all stations to include brush engines and water tenders
- Consider pre event staffing of stations during times of high fire danger

# Objective 2C – Evaluate Current ISO Classifications to determine what measures can be taken to improve the overall Public Protection Classification

#### Recommendations

- Evaluate water supply capabilities both, mobile and static
- Evaluate required apparatus needs and distribution necessary to improve rating
- Determine what volunteer staffing requirements are necessary for improved rating
- Determine result of full consolidation into one district
- Evaluate required documentation that would result in improved rating

# Objective 2D — Explore methods of station coverage by volunteer members to improve response times

- Establish a committee from the membership to discuss possible station coverage times during the day, evening or times of high fire danger by available members.
- Committee would establish minimum staffing and minimum training and qualification to perform in this capacity.

#### **Goal Number 3: Revise and Improve Organizational Structure**

#### Objective 3A - Re-organize Administration and Command Functions

#### Recommendations

- Centralize all finances and asset management to single point of management
- Appoint a Fire Department Administrator or Fire Chief who is responsible for the overall management of department operations, financial management and all other administrative functions. This position may not require fire experience\*
- Appoint a Fire Department Operations Chief who would be responsible for oversight of all stations, emergency response, training and apparatus.\*
- Eliminate title of Fire Chief in each district and select a qualified Station Manager or other ranked position such as Captain who would be responsible for the operations, response and requesting support specifically for that station(s) from the designated fire district administrator. These positions should require an evaluation of the individuals knowledge, skills and abilities
- Select a minimum of two qualified volunteer Battalion Chiefs or other rank designation to perform the duties of duty chief thereby relieving some of the burden of the current Fire Marshal. These positions would perform command coverage on calls in area broken down into north and south or other geographical area.
- All hiring, appointments and selection of employees should be done by a committee or hiring board. Appointments and elections are strongly discouraged as typically there is no guarantee the best qualified person will be selected

## Objective 3B – Revise and Update Administrative Functions, Processes, Operating Procedures and Job Descriptions

- Evaluate and purchase a records management system (RMS) for the department. RMS can be used to create and track incident reports, training reports, inventory, asset management, inspections and many other essential data points. Currently TCFD does not have or use an RMS program. Acquisition of an RMS product is essential
- Develop a system to capture all incident report information within a short window after a call for service. This will be required even with an RMS system until all stations can be interconnected and access the RMS system
- Centralize all finances and asset management to single point of management

- Revise and update the Standard Operating Procedures for the fire department. The current SOP's are dated and do not apply to the current mission of the organization
- Evaluate, revise and update current job descriptions. Current job descriptions do not apply to the organization or there are assignments that do not have a job description
- Develop minimum participation standards for department membership. Currently approximately 20% of the members on the roster respond to most of the calls, 80% are inactive. The inactivity has costs and unnecessary burdens on the organization.

#### Objective 3C - Standardization and Transition to a Single Fire Department

#### Recommendations

- Standardize tools, equipment and hose loads on all fire apparatus, water tenders and brush engines. Minimum inventory should meet NFPA Standards 1901 for equipment and/or minimum inventory to meet ISO requirements
- Develop committees assigned to make standardization recommendations such as SCBA, apparatus and protective clothing
- Work on changing all emblems, patches and other identifying insignia to indicate the TCFD is a single entity, but clearly identify specific areas of protection.
- Any department member should have access to any station

#### Objective 3D – Enhance internal and external communication

- Establish an internal email system able to send important communication and reminders to membership
- Explore a group cell phone text system with the ability to immediately alert members to situations or evolving situations such as weather, apparatus status or other needs
- Establish an internal calendar with meeting dates, training dates times and topics. It should be current and regularly updated. Utilize website and password if possible
- Appoint or delegate an official Public Information Officer who would be responsible for providing information on department activities, both emergency and non-emergency to the local press on a regular basis. Training for PIO is strongly recommended
- Provide regular reports and updates to County Manager and/or County Commissioners

<sup>\*</sup>These recommendations will require additional funding and budgetary considerations. Without additional funding, these positions may be one – two years out. County may consider utilizing the services of an interim part time administrator

# Goal Number 4: Develop and Improve Recruitment and Retention Strategies for Volunteer Members

#### Objective 4A – Develop a stipend and recognition program for volunteer members

- Establish a committee tasked with the development of a stipend system that complies
  with federal, state and local statute and policy. Program could be a nominal cash value
  program primarily designed to reimburse members for expenses incurred responding to
  calls. Stipend could be paid in the form of cash or a contribution to an HRA or 401K
- Committee will develop a set of eligibility standards to receive such a stipend such as minimum required attendance to training, call response or other activities
- Committee should identify department needs with respect to day, night and/or weekend staffing needs
- Committee should develop a target volunteer recruit profile with a focus on availability and commitment to perform the job and services
- Provide funding for advertising recruitment of volunteers. This could include signage, advertising and job fair style workshops at various locations within the district
- Develop a recognition program with criteria developed for annual recognition as fire
  officer of the year, firefighter of the year, EMT of the year, highest call attendance and
  most training hours, just to name a few. This committee can also develop a heroism or
  life saving award for a person, a group of people or a station. A short summary of the
  accomplishment can and should be released to the official department Facebook page
  and the local press
- Department and County Administration may consider hosting an awards banquet for all emergency responders and County Leaders/Elected Officials may be called upon to give the awards
- Committee can also be charged with recommending other benefits for membership which may include the aforementioned annual medical evaluation, fitness equipment in one or more stations for membership use and items such as gear bags and t-shirts which may be given at participation benchmarks such as completing recruit training.

#### **Goal Number 5: Improve Department Training Program**

#### Objective 5A - Revise Tracking and Improve Tracking of Training Records

#### Recommendations

- Currently there is no centralized tracking of training records. In the past all records have been kept by individual Districts and District Chiefs. Many of these records are currently not available and do not exist. All training records should be kept by the administrator and maintained in a records management system. In the event of a serious accident or injury the fire department could face extreme legal consequences in not having current and up to date training records for all personnel.
- Station Commanders should be tasked with documentation of training and responsible for forwarding records to fire department administration

#### Objective 5B - Acquire and Develop Local Training Facilities and Props

#### Recommendations

 The department currently has no local access to a training facility. Members are now required to travel to Socorro to utilize training towers. The department should budget for basic training facilities or consider lease purchase agreements to acquire facilities. The safety, knowledge, skills and abilities of responders are clearly enhanced by having training facilities. Additional ISO credit is typically awarded for having local facilities.

#### Objective 5C - Revise and Improve In-Service Training Program

- Establish minimum job performance requirements that are evaluated by the Operations Chief on an annual basis. These can be as simple as: all members shall demonstrate donning an SCBA within 60 seconds. Another example would be: with a 3 person crew an engine shall arrive and have water flowing from a single attack line with 120 seconds.
- OSHA and national standards require and recommend that an incident management system and accountability system shall/should be in place during any hazardous incident. In the case of a hazardous materials incident, an incident management system and accountability system is required by federal law, CFR 1910-120.
- Evaluate and revise recruit training program as necessary to complete the program or a part of the program in a shorter period of time allowing for new recruits to be brought on line sooner. Long drawn out programs result in disinterest and loss of the volunteer
- Develop a fire officer training program for current and future fire officers. Program to include nationally recognized curriculum as well as tactical considerations for local first responders

- Evaluate hazardous materials certification of all members responding to hazardous materials incidents to insure compliance with CFR 1910-120
- Provide cross training on all apparatus and equipment at all station
- Assure fire department and members are NIMS compliant. This is a requirement to apply for and receive federal grant funding
- Revise monthly training to include additional hours. The schedule should be published quarterly, may include one district wide training or multi station training as well as single station training assignments. All training should be documented and forwarded to a central location.
- Establish and require annual driver training and recertification. Driver training needs to be well documented
- Develop pre-incident plans for all target hazards as well as resources such as static water sources

Training is the cornerstone of any emergency response agency. Training should be given the highest priority and consideration for new and ongoing expenditures

#### **Goal Number 6: Develop Additional Funding Sources for the Department**

#### Objective 6A – Consider Requesting Modest Property Tax Increase to Support Improvements

#### Recommendations

- Determine the cost of adding full time staff, including wages, benefits and associated costs sufficient enough to staff key stations
- Determine the cost of adding facilities able to facilitate recommended staffing at key stations
- Determine the cost of acquiring adequate training facilities enabling the department to provide a basic level of training
- Determine the cost of replacing rolling stock over a 5-10 year period of time with the plan to set aside dollars each year to support the purchase or lease purchases
- Present the community a well thought out plan and how it will benefit them such as quicker response times or an improved ISO rating.

Objective 6B – Develop Cost Recovery Program for Motor Vehicle Accidents and Hazardous Materials Incidents

#### Recommendations

• Contract with third party billing service to handle billing of insurance companies to cover costs of response, extrication and supplies used on these calls.

#### Objective 6C - Develop a Seasonal Wildfire Crew

#### Recommendations

- Seek financial support for establishing a 3 person wildfire crew during summer months
- Seek grant funding from a state or federal source to offset the cost of the crew. Grant funding may be available for mitigation work allowing the department to perform mitigation work on a cost share basis with home and property owners
- Seek out a qualified Engine Boss to staff the engine with two qualified crew members
  which would allow the engine and crew to be available for regional, state and national
  response which would bring in significant revenue for the department
- Equip one Type 6 Engine and One Tactical Water Tender with minimum NWCG required equipment and make available for out of district response
- The crew would be able to respond to wildfire incidents within the jurisdiction providing additional manpower during the summer months

#### Objective 6D - Seek State, Federal and other Grant Funding for Fire Department Operations

#### Recommendations

- Assistance to Firefighters Grants (AFG) are open annually and support low revenue high need agencies with cost share funding for a variety of equipment
- SAFER Grants assist fire departments with staffing. Grants are reduced over a course of several years and require full funding at the end of the cycle.
- Seek sources for small grants that focus on a specific project or item such as thermal imagers and smoke detector programs

#### **Performance Objectives and Targets**

In addition to the goals, objectives and recommendations contained in this plan, the Torrance County Fire Department may want to identify additional Performance Objectives that will be critical in providing excellent service to the Torrance County Community. Examples of critical Performance Objectives could be stated as follows:

- Volunteer station engines respond with a minimum of 2 people within 5 minutes 90% of the time
- Arrival of first engine, volunteer or paid staff, with a minimum of two people within 10 minutes 75% of the time
- Volunteers will respond to an average of 10% of all fire department alarms
- All members will attend 50% of all in service training

- Volunteers will perform two 12hr duty shifts per month
- All active duty firefighters certified to Fire Fighter 1 within 18 months of entry into duty
- All active duty fire officer certified to Fire Officer 1 within 1 year of selection

Again these are only given as examples for consideration. All will require long term planning.

#### **Closing Comments**

NRG, LLC is pleased to provide this document to the members, officers, county leadership and members of the public. Make no mistake this is a daunting amount of work to undertake. There is no assumption the workload contained within this document shall or will be completed by one or two people. In fact the work and recommendations contained within this document will require the work of many members of the organization, which ultimately bring strength and ownership to the process.

Items contained within this plan will provide a solid foundation in preparation for future growth and demands placed on the organization. There is also a significant safety component for members of the organization and reduced exposure to the County.

NRG, LLC stands ready to assist Torrance County Fire Department with any item and to any degree necessary to insure the future success of an awesome evolving organization. We appreciate the opportunity to work with you and look forward to working with you in the future.

#### **Reference and Supporting Material**

- NFPA 1001 Minimum Training Standards for Firefighters
- NFPA 1404 Standard for Fire Service Respiratory Protection Training
- NFPA 1410 Standard on Training for Initial Attack
- NFPA 1500 Standard on Fire Department Occupational Safety and Health Program
- NFPA 1561 Standard on Emergency Services Incident Management
- NFPA 1582 Standard on Comprehensive Occupational Medical Program for Firefighters
- NFPA 1901 Standard for Automotive Fire Apparatus
- NFPA 1971 Standard on Protective Ensembles for Structural Firefighting
- Federal Emergency Management Agency National Incident Management System
- ◆ Code of Federal Regulations 29 CFR 1910-120 Hazardous Waste and Emergency Response Operations

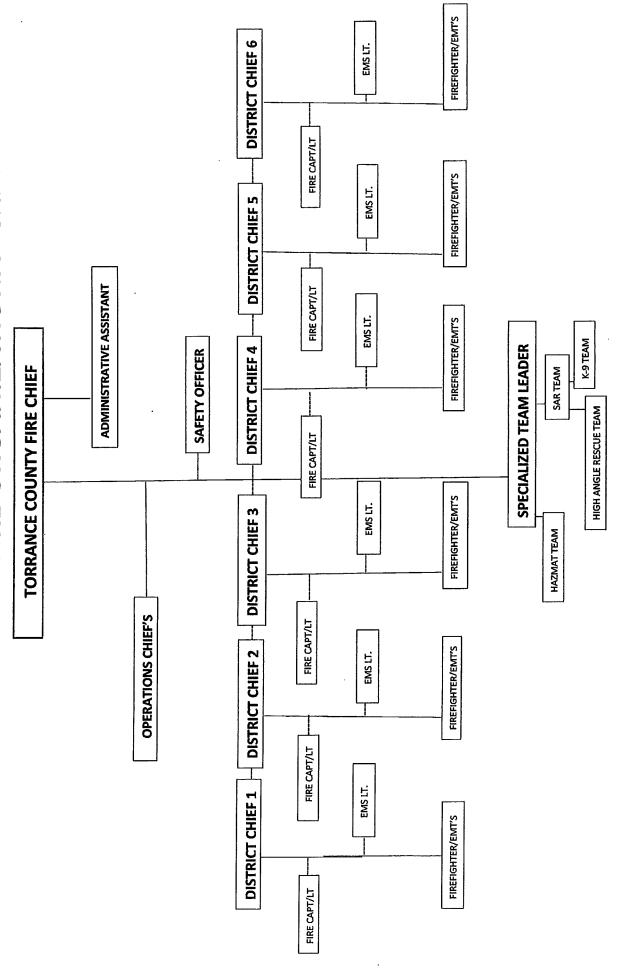
Note: National Fire Protection Association Standards (NFPA) are not laws, statute or rule and compliance is not mandatory. NFPA Standards are consensus standards written by committee's of fire service subject matter experts and are considered best practice fire service documents.

#### **Contact Information**

Richard Graeber, Owner Consultant NRG Consulting Services LLC 505 Dove Ranch Road Bayfield Colorado 81122

970 403-2386 rgraeber@durango.net

# **TORRANCE COUNTY FIRE ORGANIZATIONAL CHART**



	•	

# Draft Copy Torrance County Board of Commissioners

Commission Meeting November 12, 2014

**Commissioners Present:** 

Lonnie Freyburger -Chair

Leroy Candelaria-Member Leanne Tapia-Member

Joy Ansley-County Manager

**Dennis Wallin-County Attorney** 

Michelle Jones - Clerical

**Call Meeting to Order:** 

**Others Present:** 

Chairman Freyburger calls the meeting to order at 9:01 am, he welcomes all those present to the meeting and leads us in the pledge. County Manager Joy Ansley leads us in the prayer.

Approval of the Meeting Minutes:

Chairman Freyburger asks for a motion to approve the October 22, 2014 Regular Meeting Minutes. **ACTION TAKEN:** Commissioner Candelaria makes a motion to approve the October 22, 2014 Regular Meeting Minutes. Madam Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** 

**Approval of the Meeting Minutes:** 

Chairman Freyburger asks for a motion to approve the November 6, 2014 Special Meeting Minutes. These minutes are not included in this meeting's packet. This approval request will be tabled. **ACTION TAKEN:** Commissioner Candelaria makes a motion to table the approval of the November 6 Special Meeting minutes. Chairman Freyburger seconds the motion. No further discussion, all Commissioners in favor. **TABLED.** 

Approval of the Meeting Agenda:

Chairman Freyburger asks for a motion to approve the Meeting Agenda. **ACTION TAKEN:** Commissioner Candelaria makes a motion to approve the November 12, 2014 Commission Meeting Agenda. Madam Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** 

Approval of the Consent Agenda:

Chairman Freyburger asks for a motion to approve the November 12, 2014 Consent Agenda. **ACTION TAKEN:** Commission Candelaria makes a motion to approve the Consent Agenda. Madam Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** 

<u>Public Requests:</u> At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to five (5) minutes per person on subject.

#### Hank Van Es, McIntosh resident-

Mr. Van Es comments about the candidacy of Mr. Eugene Agnes who ran for Torrance County Commissioner as an Independent candidate in the 2014 General Election. He states, among other things, that he saw no campaign signage for Mr. Agnes, Mr. Agnes had no campaign appearances, he heard nothing about Mr. Agnes' platform, and that Mr. Agnes withdrew from the election and yet 280 people voted for him not knowing what he stood for.

Linda Jaramillo, County Clerk

Ms. Jaramillo clarifies for the Commission and the audience that Mr. Agnes did not officially withdraw from the General Election.

Mr. Fred Sanchez, Tajique resident

Mr. Sanchez comments that he is an Independent candidate and he maintains the right to participate in Democracy and he supports the fact that Mr. Agnes ran because he wanted to.

# \*Action Items\* Items to Be Considered and Acted Upon

#### \*Presentation

Presentation to Torrance County Sheriff's Office by 4-H 4-H has decided to give this presentation at a later date.

#### \*Commission Matters:

1. Updates:

#### Cindi Sullivan, TC Animal Shelter

Ms. Sullivan presents the following written update. Commissioner Candelaria asks about the price of adoptions. Ms. Sullivan comments that the cost of adoption is \$75.00. If the animal is already sterilized, the cost is \$45.00. Commission Candelaria asks if there is any way to reduce this fee. Ms. Sullivan explains the many costs involved in getting an animal ready for adoption. With the price of sterilization, shots, deworming, etc. there is no way to reduce the fee. At this time, there are several puppies ready for a forever home. All are invited to visit the shelter. They also have a new carport at the shelter and a new employee, Mr. Zachery Dickey. They have had a huge increase in licenses purchased. Thank you to Dan DeCosta for assisting in getting people to license their pets.

November 12, 2014

# Cindi Sullivan Shelter Director REPORT FOR: October 2014 Area animals came fromLive exits: 14 Stray euthanized: 1

11

27

Mountianair- 0

Moriarty- 4

Estancia- 0

Owner turnover euthanized:

DOA:

**Torrance County-**

Still in shelter-

**Torrance County Animal Shelter** 

POGS: 27 CATS: 4 OTHER: BITE CASES:1						
	DOGS:	27	CATS:	4	OTHER:	BITE CASES :1

EMPLOYEE STATUS: FULL-TIME EMPLOYEES\*2

TIME PART- EMPLOYEES 2

Cindi Sullivan 12 yrs (FT) Danette Huckins 6 years (FT) Elizabeth Tinnin 6/11/14 Zachary Dickey 10/18/14

#### NEWS AT THE SHELTER:

We have a new carport in the dog playpen. We have had many requests to better develop this area. We have purchased the carport and some nice seating so if anyone wants to socialize the dogs or bring their own dog for a meet and great we now have a nice area.

We did attend the Best Friends Conference last month. We were a bit disappointed in the presentation this year. The attendance was down from around 3000 to 1800. This was clearly reflected in the vendor's attendance and the quality and amount of classes offered. We are looking at going back to the Expo for our next training and skipping the best friends conference next year if we have enough CEC's to do so.

***************	COLUMN	LICENCEC	PURCHASED
TODDANCE	COHNTY	HILLINSES	PURCHASED

(2007: 4) (2008: 15) (2009: 92) (2010: 73) (2011:102) (2012: 76) (2013: 72) (2014: 129) TOTAL: \*\*

PET FINDER INTERNET HITS (VIEWS) and ADOPT A PET HITS (VIEWS )

\*\*\*\*\*WE ARE AVERAGING 10,500 VIEWS PER MONTH .. \*\*\*\*\*\*

\*\*PLEASE NOTE -New format in report. \*\*Stray means animals not reclaimed by their owners. \*\* Owner Turnover means animals brought in to the shelter by the owners. Euthanasia refers to animals not meeting the standards set forth as "adoptable" for reasons such as extremely aggressive, elderly, behavior problems, injury or medical problems.

#### Javier Sanchez, Emergency Manager submitted the following written update:

Torrance County Commission Update
From Torrance County Emergency Management
November, 12 2014

#### Current Ongoing Grants/Projects:

- 1. FY13 Disaster Recovery Grant: Funds have not been released by NM DHSEM, therefore we are waiting. Funds should be available within approximately one-two months and we expect to begin projects at that time. All requested documentation has been submitted by Torrance County OEM.
- 2. FY14 State Homeland Security Grant: Sub-grant agreement released in the amount of \$60,904.71.

Awarded Projects: (1) In-car micro cameras/recorders for law enforcement; (2) Invehicle repeaters for fire/rescue response vehicles; (3) Shelter equipment to build a Type II Shelter Team

- 3. Hazard Mitigation Planning Grant: Sub-grant agreement released in the amount of \$45,000.00 (\$33,750 federal share & \$11,250 local share).
- 4. Torrance County EOC Exercise: A drill regarding the operational capabilities of the Torrance County back-up EOC is scheduled for November 19, 2014. One planning meetings is scheduled to take place prior to the drill.

#### Butch McGee, TC Fair Board

Mr. McGee thanks the County again for all their help to make this year's County Fair a great success. He states that there is a pile of material, (scrap lumber, etc.) on the Fairgrounds that needs to be disposed of. He offers to dispose of the material himself. The Commission comments that he can dispose of the material and if he needs help he can call the County Manager about getting assistance from the Road Department. Mr. McGee states that the Fair Board is moving right along and will be in the process of electing members. He invites the Commission to attend a Fair Board meeting.

<u>Commissioner Candelaria</u> thanks the Road Department for their continued hard work.

Madam Commissioner Tapia thanks Linda Jaramillo, her staff, and all who worked on the General Election this year for a job well done.

Chairman Freyburger comments that he has had some calls asking about the Capital Outlay tax and how it will work; how will it help the Fire Departments and the Sheriff's Department? Ms. Ansley replies that she has spoken with the Road Department, the Fire Department, and the Sheriff's Office and they want to form a committee to discuss how this will work and get a plan together. Mr. Wallin, County Attorney, will also most likely be involved in the discussions as this will be the first time we will be implementing a new tax. The tax will take place in July. Basically, very basically, this tax will free up monies in the General fund that can then be used to help the Fire Department and the Sheriff's Department. This tax could generate approximately \$450,000 per year.

Chairman Freyburger now comments on the Special Meeting that has been called for the evening of Nov. 20, 2014. The agenda contains one action item'Amendment of Joint Powers Agreement with Estancia Valley Solid Waste Authority'. He was under the impression that it would be called for with the consensus of the Commission. Ms. Ansley replies that her office did post the agenda for the public after she was notified of the meeting date. There will be twelve governmental entities in attendance and the 20<sup>th</sup> was the date that was chosen. Chairman Freyburger states that he is not questioning the date, but rather if the proper procedure was followed when setting the date and calling the meeting. It was his understanding that the Commission had to call a special meeting. Ms. Ansley replies that she does not believe this is the case, there have been several instances where a County Department, for example, has called a special meeting. Mr. Wallin, County Attorney, comments that he is the person who contacted the

County Manager's Office to make sure that the agenda was posted for the public after the meeting date had been set.

- 2. Findings of Fact/Conclusions of Law in the matter of Rancho de Rei Wyo Mr. Wallin, County Attorney. This is a reflection of the findings and conclusions that the Commission made at the end of the public hearing held concerning the matter of Rancho de Rei Wyo. This allows anyone contesting the decision to know how and why the Commission reached its decision and whether an appeal is warranted. If the contesting party appeals, a court can determine whether the legal conclusions are correct. Mr. Wallin comments that the words, 'is approved' needs to be added to item #2 under Conclusions of Law. It should read, 'The application for amendment of the zoning ordinance changing the zoning of for lots B,C-2 and C-3 in the NW4, Section 23, T9N, R9E, N.M.P.M., located at 3595 Martinez Rd., Torrance county, NM to D-2, is approved.' All documentation hereto attached. ACTION TAKEN: Chairman Freyburger makes a motion to adopt the Findings of Fact/Conclusions of Law concerning the application for amendment of the zoning ordinance as stated above with the change as stated above. Commissioner Candelaria seconds the motion. No further discussion, all in favor. MOTION CARRIED.
- 3. Reorganization of Fire Administration and Departments, TC Fire Marshall Jason Trumbull speaks. He gives the Commission a proposed Torrance County Fire Organizational Chart which is included in the file for this meeting. This chart was developed based on the findings of our consultant who recommended that we unify departments and change Mr. Trumbull's title from TC Fire Marshall to TC Fire Chief and change the individual Fire Chiefs to District Fire Chiefs. Commissioner Candelaria asks if Mr. Trumbull has shared this chart with the Fire Chiefs and if they agree with this change. Mr. Trumbull replies that yes he has and yes they do agree with the change. The main change being recommended is the change of Mr. Trumbull's title from Fire Marshall to Fire Chief. Fire Marshall implies conducting fire investigations and inspections; Mr. Trumbull's job is more in line with that of a Fire Chief- overseeing operations. In the near future, an EMS/Operations Chief will be hired as well as an Administrative Chief, all working under Mr. Trumbull's direction. Funds are earmarked for these positions. All agree that these changes are definitely steps in the right direction for the Fire Department and the County as a whole. All documentation hereto attached. ACTION TAKEN: Commissioner Candelaria makes the motion to accept the Reorganization of the TC Fire Administration and Departments. Chairman

Freyburger seconds the motion. No further discussion, all in favor. **MOTION CARRIED.** 

- 4. Professional Services Agreement between Torrance county and County Medical Director Fire Chief Jason Trumbull speaks. This item is not ready to be presented. Chief Trumbull requests that this item be tabled. All documentation hereto attached. ACTION TAKEN: Chairman Freyburger makes a motion to table this item. Commissioner Candelaria seconds the motion. No further discussion, all in favor. ITEM TABLED
- 5. Consider Reverting the Ownership of the Tajique Community Center from Torrance County to the Tajique Land Grant- Andrew Gutierrez, La Merced Del Pueblo De Tajique Mr. Gutierrez speaks. He is a member of the Board of the Tajique Land Grant. The Land Grant is here to ask the Commission to consider reverting the ownership of the Tajique Community Center in Torrance County to the Tajique Land Grant. The Board wishes to use the building as a place to conduct their business, archive their documents, etc. State Representative Miguel Garcia from District 14 and Mr. Arturo Archuleta from the New Mexico Land Grant Council are in attendance and speak in favor of the ownership change. A letter from Mr. Juan Sanchez, Chairman of the New Mexico Land Grant Council, and a Resolution from the Merced Del Pueblo De Tajique supporting the request for transfer of ownership has also been submitted to the Commission. Mr. Sanchez and Mr. Archuleta are sincerely thanked for attending today's meeting and for their words in support of this change. Chairman Freyburger asks Ms. Ansley how much it costs to maintain the Tajique Community Center. Ms. Ansley replies approx. \$8,000 per year. Chairman Freyburger asks if the Land Grant will have a revenue stream to maintain and insure the building. Mr. Gutierrez replies yes they have identified funding; the building will have maintenance and insurance. Chairman Freyburger asks if members of the community who are not members of the Land Grant will still be able to use the center. Mr. Gutierrez replies that yes all will be welcome. Commissioner Candelaria comments that, as this building is in his Commission District, he is very familiar with its history. He believes that if the Land Grant owned the building their pride of ownership would only make the building better. The community would be invested in the building's maintenance and productivity. He is very much in favor of this transfer. Madam Commissioner Tapia asks Mr. Wallin about the legal aspects of making such a transfer. Mr. Wallin comments that in order to dispose of any county real property, we have to have some state agency approvals,

including DFA; there is no anti-donation issue. Commissioner Candelaria suggests acquiring a boundary survey for the property before proceeding. All agree this is a good suggestion. Commissioner Candelaria wants to insure that all the paperwork needed for this transfer is done correctly to insure that there are no questions or concerns about this in the future. Mr. Gutierrez and Commissioner Candelaria will work together on this. Ms. Annette Ortiz asks if the center will still be available to be used as a polling place for future elections as it has been in the past. Mr. Gutierrez answers that as a Land Grant, they would be doing a disservice to the community if they did not allow the use of the building for elections to continue. Mr. Wallin will begin to work on the documents needed. All documentation hereto attached. ACTION TAKEN: Chairman Freyburger makes a motion to begin the process of transferring the Tajique Community Center to the Tajique Land Grant. Commissioner Candelaria seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.

On this day after Veteran's Day, Ms. Myra Pancrazio, citizen of Torrance County, comes to the podium and states that on behalf of herself, her family, and EVEDA, she wants to take this opportunity to publicly thank Commissioner Candelaria for his service to our Country. Thank you to Commissioner Candelaria and all the Veterans for our freedoms and their service to our country.

6. Discussion of County Building Use Ms. Annette Ortiz speaks. In the past, there has been discussion about the use of County buildings. Mr. Mendez, a previous County Attorney, had assisted in the drafting of a rental agreement that the County uses for the Torrance County Community Center. Ms. Ortiz is here today to get clarification from the Commission about the use of other County buildings, the Torrance County Park, and the Torrance County Administrative Offices Building. After some discussion, the Commission agrees that any non-governmental entity wishing to use a County building or park for a function must pay and have proof of third party insurance. If they do not want to pay or cannot pay, they must come before the Commission and ask if they can use the building or park and pay with an in-kind payment. All documentation hereto attached. NO ACTION, DISCUSSION ONLY

- 7. Request Out-of-State Travel for Fire Fighter Training- Cheryl Hamm, Fire Chief Jason Trumbull speaks. They are requesting to send four of their EMTs to Tactical Medicine Class in Arizona. They have been unable to find a local class. All documentation hereto attached. ACTION TAKEN: Chairman Freyburger makes a motion to approve the Request for Out-of-State Travel for Fire Fighter Training. Commissioner Candelaria seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.
- 8. Price Changes to Current Zoning Fees & Amend List with Addition of "Request for Use Interpretation"- Steve Guetschow, Planning & Zoning Director Mr. Guetschow has provided the Commission with the proposed list of fees which is included in the file for this meeting along with the list of current fees. There has not been a formal change to the fees in P&Z since 2005. The increase in fees will help cover the cost increases the department incurs for fuel, etc. 'Request for Use Interpretation' will be used when there are items that are not covered or listed under the current uses, (either permissive or conditional uses in the ordinance). With the 'Request for Use Interpretation' application, the applicant can come before the P&Z Board and the Commission for approval of their use and if approved, their use would be added to the list of approved uses for that particular zone district. The fee increase list is in the form of a resolution. Madam Commissioner Tapia thanks Mr. Guetschow and Mr. DeCosta for all their hard work. All documentation hereto attached. ACTION TAKEN: Madam Commissioner Tapia makes a motion to approve the Price Changes to the Current Zoning Fees & Amend the List with addition of "Request for Use Interpretation". Chairman Freyburger seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.
- 9. Request Approval of Hazard Mitigation Planning grant Sub-Grant Agreement- Javier Sanchez, Emergency Manager Mr. Sanchez speaks. Today, he is asking for approval of the FY14 Hazard Mitigation Planning Grant Sub-Grant Agreement. The total amount awarded is \$45,000. The Federal portion is \$33,750. The Local portion is \$11,250 which is planned to be paid in-kind. This will allow us to update and revise our Hazard Mitigation Plan which is a requirement by New Mexico Department of Homeland Security & Emergency Management towards our applying for funds through their grant programs. All documentation hereto attached. ACTION TAKEN: Commissioner Candelaria makes a motion to approve the Hazard Mitigation Planning Grant Sub-Grant Agreement. Madam

Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** 

- 10. Request Approval of FY14 State Homeland Security Grant Sub-Grant Agreement Mr. Javier Sanchez speaks. We have been awarded our FY14 funding through the State Homeland Security Grant Program. We have been awarded for three projects. The total amount awarded is \$60,904.71. Commission approval of the agreement will allow us to expend funds thru November 2, 2015. All documentation hereto attached. ACTION TAKEN: Commissioner Candelaria makes a motion to approve the FY14 State Homeland Security Grant Sub-Grant Agreement. Chairman Freyburger seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.
- 11. Resolution 2014-048 Line Item Transfers- Tracy Sedillo, Comptroller Ms. Sedillo speaks. This is a request for approval of line item transfers within some department's budgets. These transfers don't change the overall total budgets in any of the requesting departments. All documentation hereto attached. ACTION TAKEN: Commissioner Candelaria makes a motion to approve Resolution 2014-048 Line Item Transfers. Madam Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.
- 12. Resolution 2014-049 Budget Increase- Tracy Sedillo, Comptroller This is an increase to the budget. The total amount of the increase is \$31,510: \$20,010 from a P&Z Grant, \$10,000 from Santa Fe County for the Water Board and \$1,500 from DWI School fees. All documentation hereto attached. ACTION TAKEN: Commissioner Candelaria makes a motion to approve Resolution 2014-049 Budget Increase. Madam Commissioner Tapia seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.
- 13. Request Payment of Invoice- Linda Jaramillo, County Clerk Ms. Jaramillo speaks. This is a requisition for purchase with Iron Mountain Records Management. Ms. Jaramillo typically gets a purchase order number prior to paying an invoice from Iron Mountain, but in this instance was running the 2014 General Election for Torrance County and failed to obtain the purchase order number in time. She is asking the Commission to approve payment of this invoice. The total amount of the invoice is \$85.00. All documentation hereto attached. ACTION

**TAKEN:** Chairman Freyburger makes a motion for approval of payment of Invoice for the total amount of \$85.00. Commissioner Candelaria seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** 

14. Canvass 2014 General Election- Linda Jaramillo, County Clerk Ms. Jaramillo speaks. She has presented the Commission with the 2014 General Election Day rosters from each of the precincts including in-person and absentee. She also presents the Election night report and the summary report which shows that nothing changed from election night to the end of the canvass with the exception of the provisional ballots that were counted. She also provides the Commission with the actual tapes from the voting machines if they would like to compare the tapes to the reports. The Commission agrees that a review of the tapes is not necessary. The Commission is electing not to review the tapes; they trust the reports and results from the County Clerk's office. Ms. Jaramillo states that she will review the tapes with any candidates or anyone in the public who wishes to look at them. All documentation hereto attached. ACTION TAKEN: Chairman Freyburger makes a motion to approve the Canvass 2014 General Election. Commissioner Candelaria seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED.

#### 15. Update

Ms. Ansley has no update today.

#### **EXECUTIVE SESSION**

As Per Motion and Roll Call Vote, Pursuant to New Mexico State Statute 10-15-1, the Following Matters Will Be Discussed in Closed Session:

- a. Personnel Matters: Pursuant to Section 10-15-1 (H) (2), discuss Limited Personnel Matters regarding Deputy County Manager
- b. Personnel Matters: Pursuant to Section 10-15-1 (H) (2), discuss Limited Personnel Matters: regarding Fire Marshall

**ACTION TAKEN:** Commissioner Candelaria makes a motion to go into Executive Session. Chairman Freyburger seconds the motion. Roll Call Vote:

District 1 Yes, District 2 Yes, District 3 Yes. MOTION CARRIED. Executive session starts at 11:13 am.

#### \*Reconvene from Executive Session

- c. Consider and act upon personnel matters regarding Deputy County Manager, if necessary.
- d. Consider and act upon personnel matters regarding Fire Marshall, if necessary.

#### Reconvened at 11:49 am

**ACTION TAKEN:** Commissioner Candelaria makes a motion to reconvene from Executive Session. Madam Commissioner seconds the motion. No further discussion, all in favor. **MOTION CARRIED.** Chairman Freyburger states that no action was taken and no other items were discussed in Executive Session.

#### \*Adjourn

**ACTION TAKEN:** Madam Commissioner Tapia makes a motion to adjourn the November 12, 2014 Commission Meeting. Commissioner Candelaria seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.** Meeting adjourned at 11:50am

Chairman Freyburger

Michelle Jones, Clerica

Date



Agenda Item No. 7 PO Box 48 205 9<sup>th</sup> Street Estancia, NM 87016 (505) 544-4700 Main Line (505) 384-5294 Fax www.torrancecountynm.org



#### **County Commission**

Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager

Annette Ortiz

# REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

This form must be returned to the County Manager's Office ONLY!

Deadline for inclusion of an item is <u>Wednesday, Noon</u> prior to the subsequent meeting.

All fields must be filled out for consideration.

Name: Billie Clark	Partnershiptor a Healthy Torrance Commu
Today's Date: $\frac{ 0  3  \psi  }{ \omega }$ Mailing	DWI MOPT  Address: PO Box 534, Moriarty NM 870  (Departments/employees of Torrance County need not include/their address)
Telephone number/Extension: 505-832-44	Fax Number: Would you like this Agenda Faxed to you? Yes No
Email Address: <u>balark@lobo.ne.t</u>	
Is this request for the next Commission meeting?	No If no, date of Commission Meeting:
Brief explanation of business to be discussed:	
Youth Risk & Resiliency Present	tation
Is this a Resolution, Contract, Agreement, Grant	Application, Other? Presentation
Has this been reviewed by Grant Committee? YES	o If yes, corresponding paperwork must be attached.
Has this been reviewed by the County Attorney? Y	ES NO
If this is a contract, MOU, or Joint Powers Agreement there mus	t be a signature line for the County Attorney on the original contract.
No Impact Change in current fund Raise Budget (allow 45 days after Commission Change in funds (allow 45 days after Commission Reduction Transfer funds (allow 45 days after Commission Change in funds (allow 45 days after Commission Reduction Transfer funds (allow 45 days after Commission Change in funds (allow 45 days after Commission Change Change in funds (allow 45 days after Commission Change Cha	1 approval) sion approval)
Other:	on approver)
<u> </u>	



Agenda Item No. 8 PO Box 48 , 205 9<sup>th</sup> Street Estancia, NM 87016 05) 246-4725 Main Line (505) 384-5294 Fax www.torrancecountynm.org



#### County Commission .

Commissioner Lonnie Freyburger, District 1 Commissioner Leanne Tapia, District 2 Commission Chair Venessa Chavez-Gutierrez, District 3

County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

# REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

This form must be returned to the County Manager's Office ONLY!

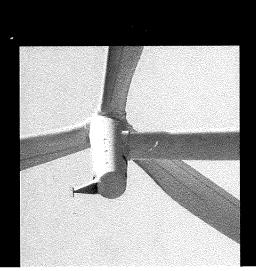
Deadline for inclusion of an item is <u>Wednesday</u>, <u>Noon</u> prior to the subsequent meeting. All fields must be filled out for consideration.

Name: Linda Jaramillo	Clerk
First Last	Department / Company / Organization Name
Today's Date: 11/20/2016 Mailing Add	lress.
2 0 mm j 2 D mot 117 207 2010	(Departments/employees of Torrance County need not include their address)
Telephone number/Extension:	Fax Number:  Would you like this Agenda Faxed to you? Yes No
Email Address:	
Is this request for the next Commission meeting? $^{\text{YES}}$ NO	If no, date of Commission Meeting: // / 9 / / C
Brief explanation of business to be discussed:	
Call Canvass for 2016 General Election	
Special Meeting on November 14, 2016 to compl	ete the Canvass
	•
Is this a Resolution, Contract, Agreement, Grant App	lication, Other?
Has this been reviewed by Grant Committee? YES NO	If yes, corresponding paperwork must be attached.
Has this been reviewed by the County Attorney? YES	NO
If this is a contract, MOU, or Joint Powers Agreement there must be	a signature line for the County Attorney on the original contract.
Has this been reviewed by the Finance Dept? YES NO Impact	Comptroller Initials:
Change in current fund	
Raise Budget (allow 45 days after Commission ap	proval)
Change in funds (allow 45 days after Commission Reduction	approval)
Transfer funds (allow 45 days after Commission a	nproval)
Other:	

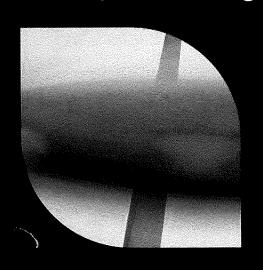


Agenda Item No. 9





Corona Wind

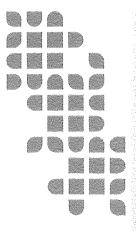


October 2016





#### Disclaimer



This confidential presentation contains material non-public information. By accepting this confidential presentation, the recipient agrees to use any such information in accordance with its compliance policies, contractual obligations, and applicable Laws including Federal, Provincial, and local jurisdiction securities laws.

implied, as to the accuracy or completeness of such information. By accepting this presentation, the recipient agrees that furnished to any person without our express written permission. While the information included herein is believed to be we shall not have any liability for any representation (express or implied) contained in, or for any omissions from, this accurate and reliable, by delivery of this presentation, we do not make any representations or warranties, express or These presentation materials may neither be reproduced nor used in whole or in part for any other purpose, nor presentation or any other written or oral communications transmitted to the recipient.

change in our affairs after such date. Certain provisions of various agreements may be summarized in this presentation, The delivery of this presentation shall not, under any circumstances, create the implication that there has been no but it should not be assumed that the summaries are complete. Such summaries are qualified in their entirety by reference to the texts of the original documents. © 2015





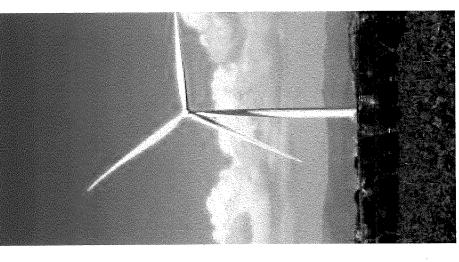
### Company Overview







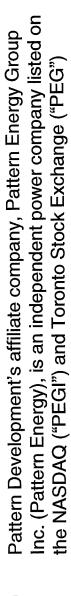
- Our highly-experienced team has brought more than 4,500 MW of wind power to market
- advanced our position as an industry leader and shown consistent, By combining creativity, focus and a scientific approach, we have groundbreaking work
- Our team was the first to successfully develop a utility-scale wind energy project on Native American lands in the United States, on the Gulf Coast of Texas, in the State of Nevada, and in the Commonwealth of Puerto Rico
- Our current development pipeline includes 5,900 MW of wind and solar power projects in addition to transmission projects



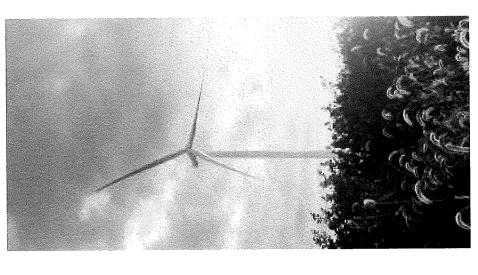






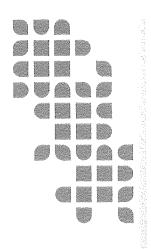


- Pattern Energy has a portfolio of 16 wind power projects with a total owned interest of 2,282 MW in the United States, Puerto Rico, Canada, and Chile
- Strong commitment to delivering the highest value for our partners environmental stewardship and corporate responsibility and the communities where we work while promoting
- Offices in San Francisco, Houston, San Diego, New York, Toronto, Mexico City, Santiago, and Tokyo





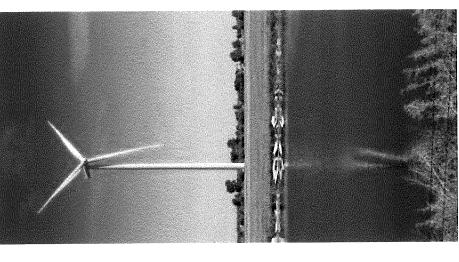
#### Our Values



- We use science and innovation to drive breakthroughs
- Utilizing a science-based approach drives our groundbreaking work
- production, and deploy new technology to mitigate environmental impacts Helps us discover important prospects, raise the bar for availability and
- We develop and build high quality projects
- process to maximize production and build project to last for the long-term Focus on quality at every step of the development and construction
- Use sophisticated engineering techniques, hire elite contractors, and procure state-of-the-art equipment from leading industry vendors

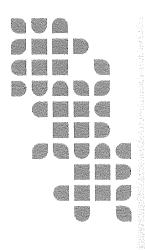
Ī

- We protect the safety of our employees, contractors and the public
- No task is so important or urgent that it cannot be done safely
- Safety is incorporated into our decision making and considered in all stages of project lifecycle 1

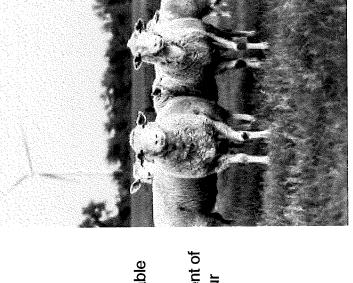






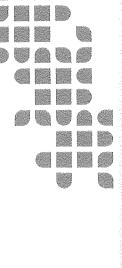


- We support the communities in our project areas
- Ensure our projects succeed by ensuring the project area communities peecons
- Strive to build strong relationships with landowners, local officials, and community members
- Earn trust through communication and collaboration and work to structure our projects so benefits spread to the local communities
- We respect the land and the environment
- Consider it our responsibility to produce and transport clean, renewable energy to consumers with the least amount of natural impact I
- Aim to exceed industry standards and be a leader in the advancement of best practices for the identification, assessment, and mitigation of our environmental impacts





#### **Core Competencies**



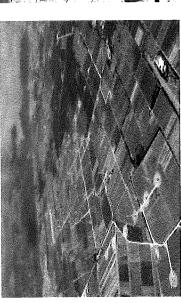
#### Origination & Development

- Greenfield / Acquisition
- Meteorology and analytics
- Community support
- Utility and supplier relationships
- Transmission/

Interconnection planning

#### Finance & Permitting

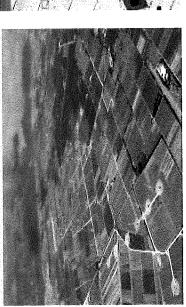
- Contract negotiation
- Project finance
- Permits / Real estate finalization
- Insurance
- Third party verification
- Hedging
- Community Relations



#### Construction

- Engineering
- Construction management
- Project administration
- Site Biological and Archeological monitoring and mitigation
- Environmental, Health and Safety management

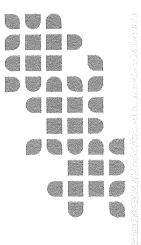




Corporate Administration & Support



# Cohesive Management Team Since 2002



4,500 MW+

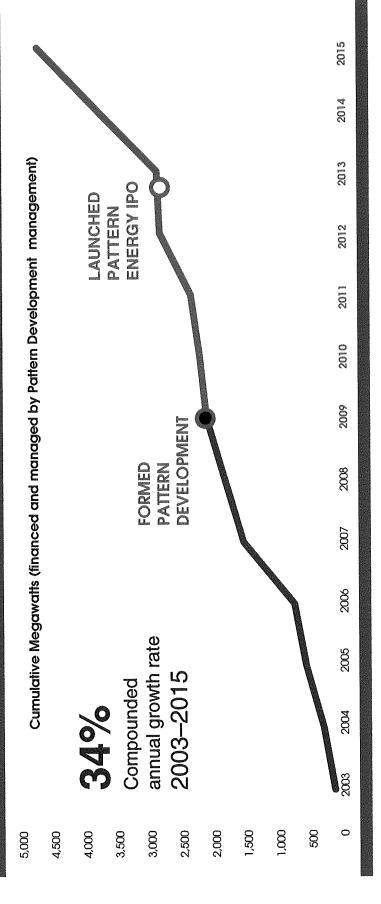
of capacity

30+

\$12 billion+

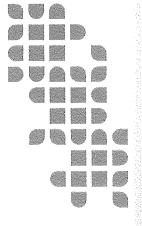
wind projects completed

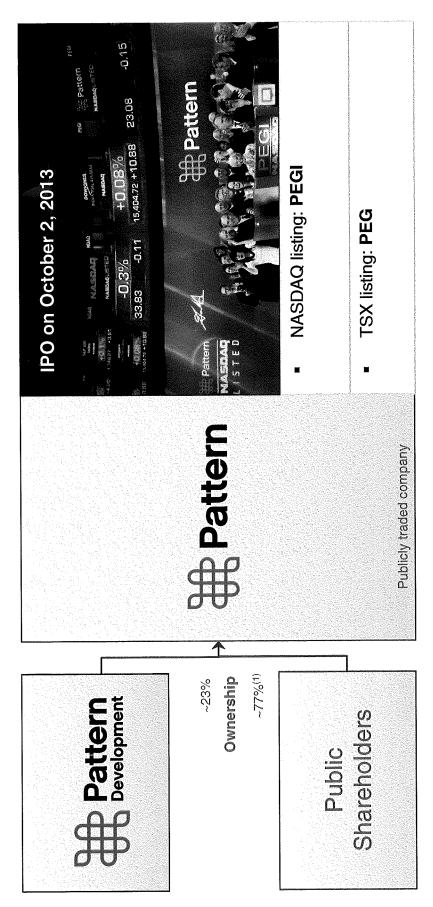
energy infrastructure assets financed





## Ownership in Pattern Energy Group Inc.

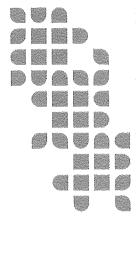


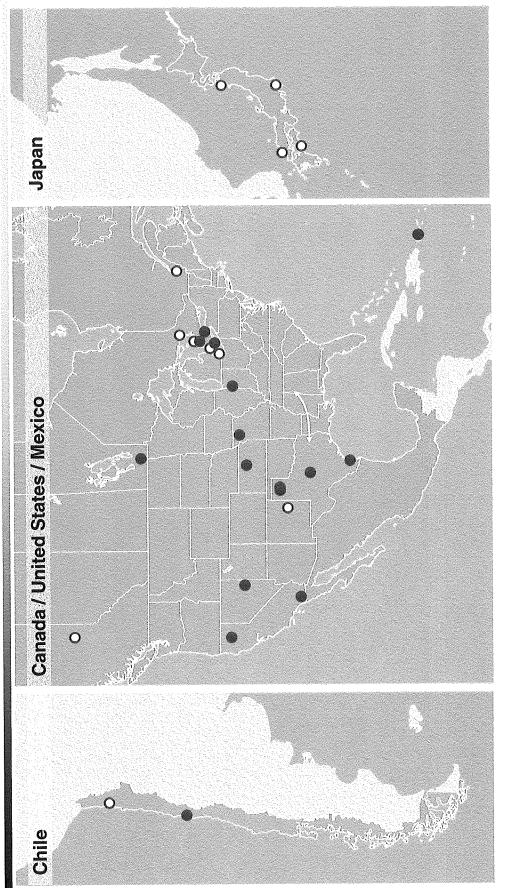


(1) Represents shares held by the public shareholders as well as certain directors and members of management



# Pattern Development and Pattern Energy Portfolios









Owner







### Meteorological Team



## Pattern Meteorological Capabilities





Meteorological tower data quality control and maintenance

Project siting and optimization

Turbine site suitability analysis

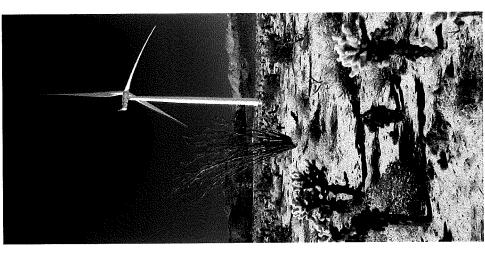
Calculate project uncertainties

GIS and environmental mapping

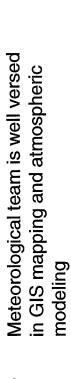
Operational wind farm assessments

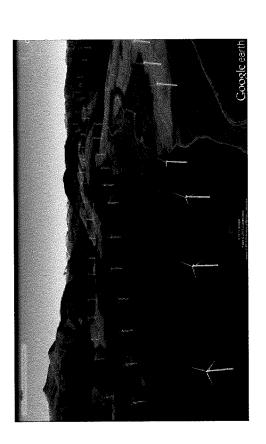
Short term forecasting and day ahead market analysis

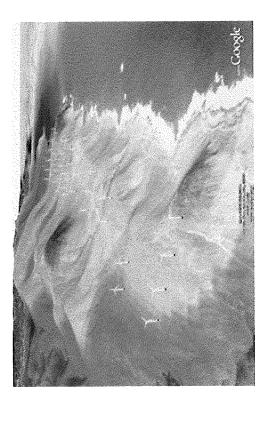




## Project Mapping and Visualizations







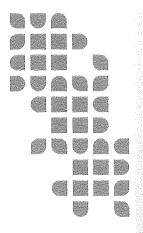
another level of analysis for not only the developers and community relations Visualizing each project provides meteorological team, but also for





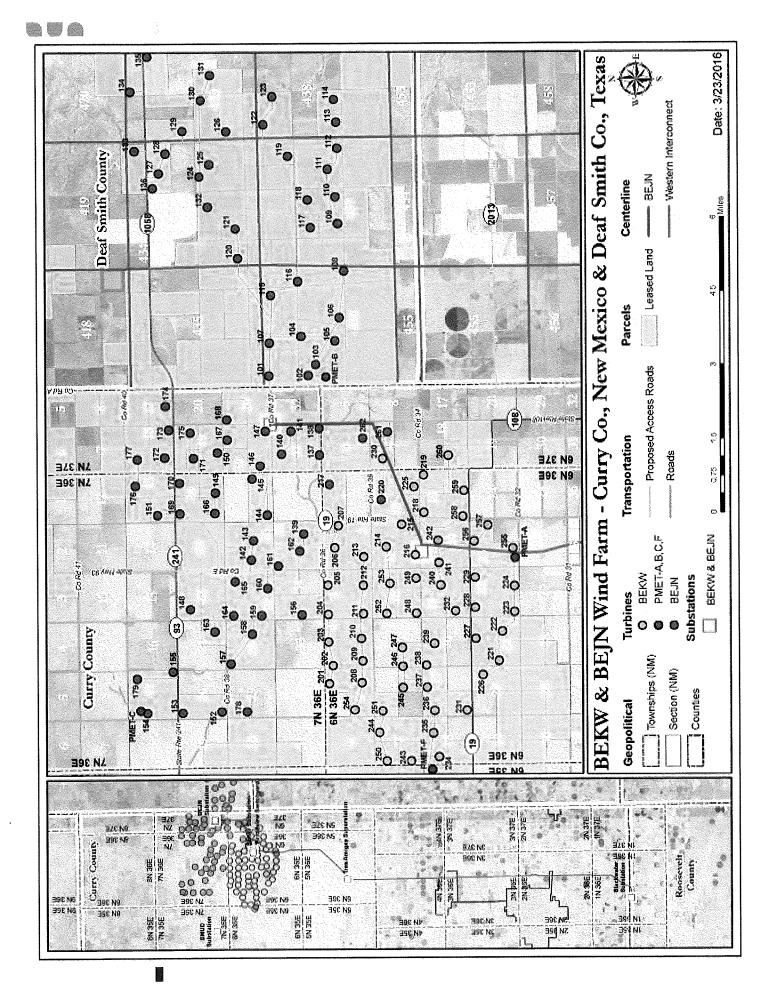
## **Broadview Development**

#### **Key Project Information**

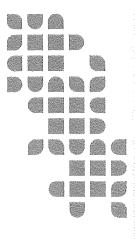


- Total Project nameplate capacity 544 MW
- BEJN: 181.7 MW (79 turbines planned) Q1 2017
- BEKW: 142.6 MW (62 turbines planned) Q1 2017
- GWEC 220 MW (96 turbines planned) Q4 2017
- Siemens 2.3 MW turbines with 108 m rotor
- transmission line) at 345kV to Blackwater Substation with delivery into California Connecting with Western Interconnect LLC (formerly Tres Amigas "Phase Zero" Market (CAISO)
- Transmission service through the Public Service New Mexico (PNM) and Arizona Public Service (APS) transmission system
- Executed two 20 year power sale agreements with Southern California Edison (SCE) for BEJN and BEKW
- Executed one 25 year power purchase agreement with Sacramento Municipal Utiltity District (SMUD)

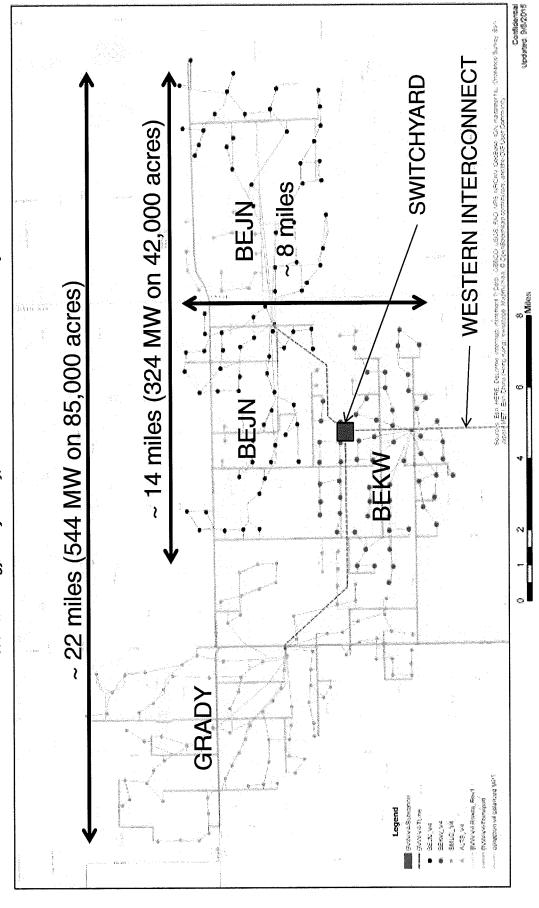




## **BROADVIEW ENERGY PROJECTS**

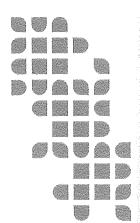


Broadview Energy: Curry County, New Mexico and Deaf Smith County, Texas

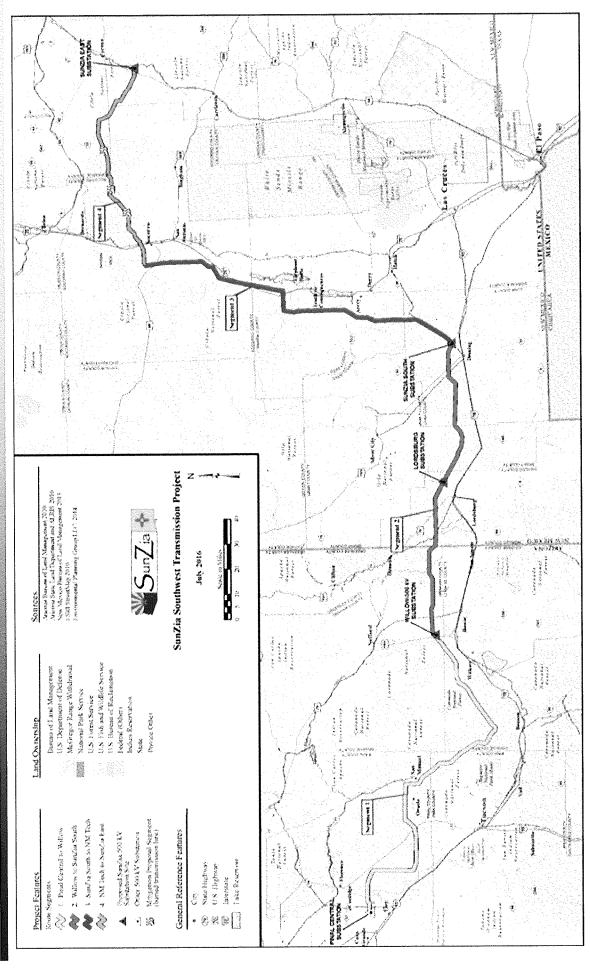




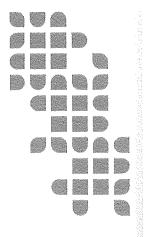
# Transmission Enabled Wind



## SunZia Southwest Transmission Project



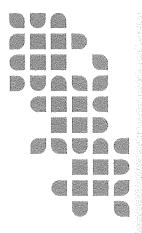
#### SunZia Project Summary



- 515 mile transmission project in New Mexico and Arizona
- Possible configurations are two 500 KV AC lines, or one AC and one DC 500 kV lines
- Brings high-quality renewable energy to western markets
- Obtained Declaratory Order from FERC in May 2011 for negotiated rate authority
- WECC granted SunZia an Accepted Rating of 3,000 MW for two 500kV AC lines in March 2011, rating was re-confirmed in January 2015
- Anchor-Tenant subscription process concluded
- Executed ROW Grant Agreement with BLM September 2016
- Plan of Development in preparation stage
- Commercial operation expected by 2020



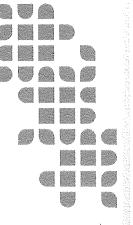
# Update on SunZia's Commercial Activities



- May 2011 Received an Order from FERC that allows 50% of SunZia's merchant capacity to be negotiated with Anchor Tenants
- Nov 2011 Started the Anchor Tenant solicitation process
- Aug 2013 Signed a Letter of Intent with First Wind
- Nov 2014 First Wind acquired by SunEdison
- Apr 2016 SunEdison filed for Chapter 11 of the bankruptcy code
- May 2016 Renewed the Anchor Tenant process and received a substantial amount of interest
- Aug 10, 2016 Official close of the Anchor Tenant Process and deadline for all interested parties to respond to SunZia's qualification criteria
- Aug 26, 2016 Selected Pattern Development as SunZia's preferred Anchor Tenant



#### **Anchor Tenant Selection**



Christopher McCune

Pattern Energy Group LP ("Pattern Development")

Pier 1, Bay 3

San Francisco, CA 94111

Re: SunZia anchor tenant process

in Energy Compace - Alliance Builder

Dear Christopher,

analysis and evaluation of the submissions we received. Pursuant to the anchor tenant announcement Thank you for your anchor tenant submissions of 8/10/2016 and 8/25/2016. We have completed our we sent you on 6/1/2016 and based on the anchor tenant criteria we sent you on 7/26/2016, we are pleased to advise that Pattern Development is SunZia's preferred anchor tenant.

We now propose to negotiate a binding precedent agreement ("PA") with Pattern Development. We will provide you with a first draft of the PA shortly.

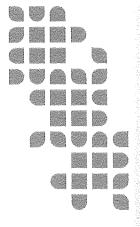
We look forward to working with Pattern and entering into a binding precedent agreement.

Sincerely,

David Getts

General Manager

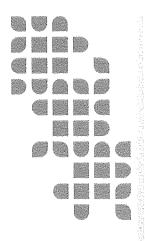
# Commercial Interest Impact on Schedule



- Interest in New Mexico's wind resource is magnified by the economic benefits of the Federal wind production tax credit (PTC)
- To qualify for 100% of the PTC, the wind project must be in service by 12/31/2020
- Interested wind developers are looking to secure Power Purchase Agreements, based on a price that includes 100% of the PTC
- Every year after 2020, the value of the PTC diminishes



#### **Development Schedule**



24 2025											Sunzia and Wind Farm Engineering, Procurement & Construction
2024											heering
2023		atibility									arm Engin
2022		ntal Comp				nd Roads)	e Trust		pment		nd Wind Fa
2021		invironme		<b></b>		s (Holes ar	ate & Stat		of Develo		Sunzia ar
2020		ificate of E	#	Harbor Equipment		g Facilities	Acquisition: Private & State Trust	ion Agreements	Design and Plan of Development		
2019		ssion Certi	ROW Gran		xecuted	: Qualifyin	<b>JW Acquis</b>	ection Agr	_	al Close	
2018	sion	on Commis	executed	Purchase of PTC Safe	Wind Farm Leases Executed	ion of PT(	SunZia ROW	Interconnec	<b>Engineering</b> ,	Financial Close	
2017	rd of Deck	Arizona Corporation Commission Certificate of Environmental Compatibility	BLM - SunZa executed ROW Grant	Purchase	Wind Farn	Construction of PTC Qualifying Facilities (Holes and Roads)					
2016	sued Reco	Arizona	<b>₽</b> BLI	4							
2015	BLM issued Record of Decision										



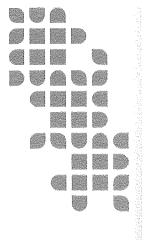
Commerced Operation









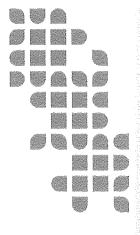


**Example of Initial Excavation: Turbine Location** 

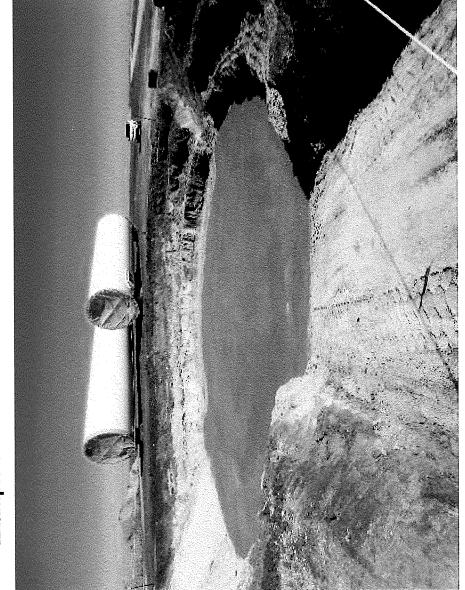




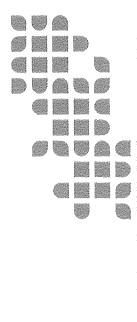




Example of Initial Excavation: Turbine location with Mud Mat

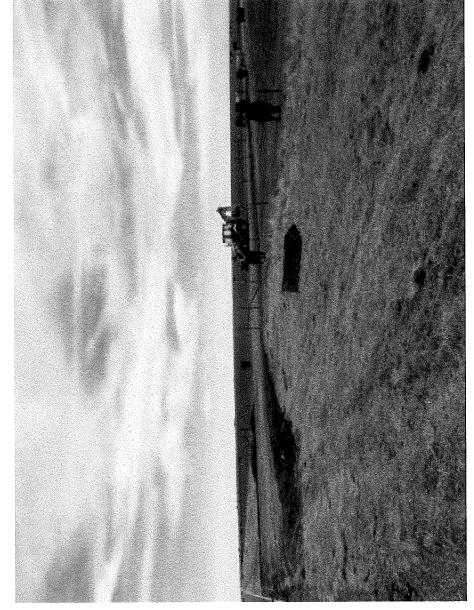






#### Start of Construction Federal Production Tax Credit



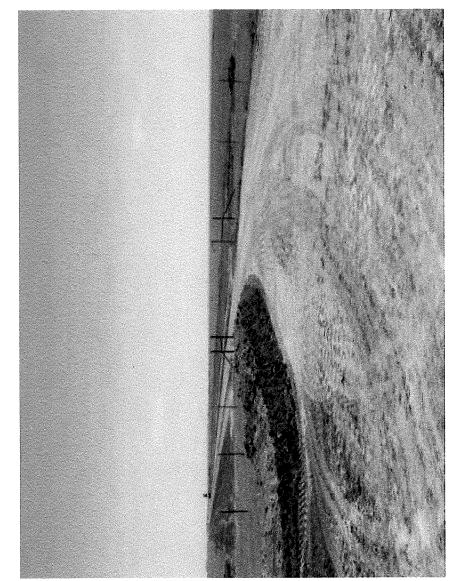




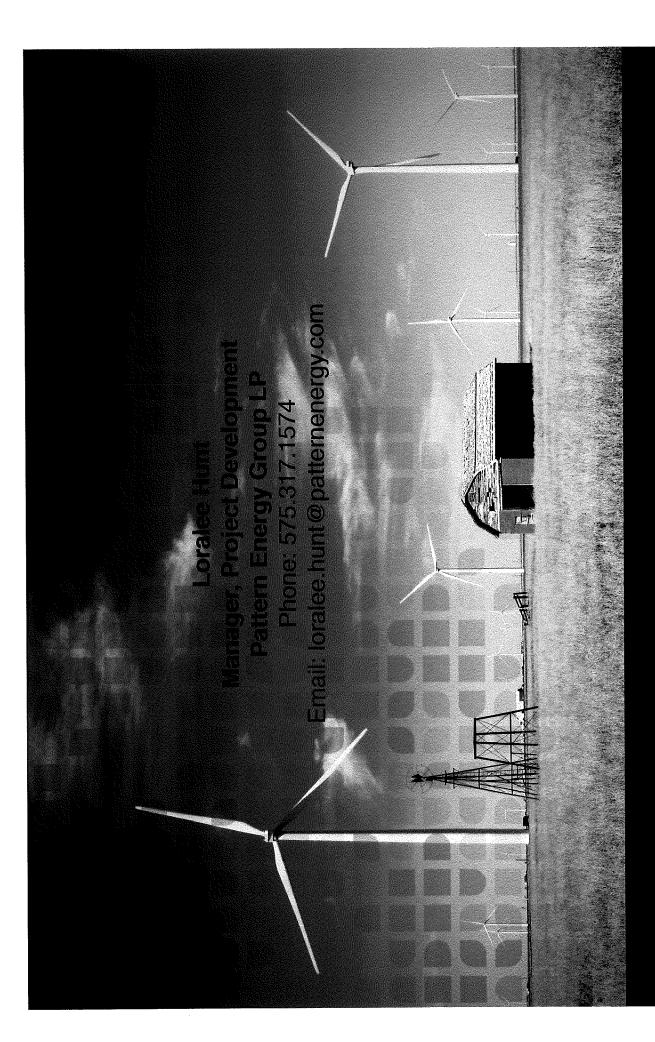


#### Start of Construction Federal Production Tax Credit

Example of Initial Excavation: connecting access roads











Agenda Item No. 10